

## General Terms and Conditions, 2013 Version

(Version 15.04.13)

### 1. General Provisions

- 1.1 These Conditions are binding if they have been declared applicable in the offer or in the confirmation of order and if the Buyer does not dispute the applicability of these General Terms and Conditions in writing within five days. The right is reserved to stipulate agreements to the contrary in the actual individual Contract.
- 1.2 Provisions of the Buyer to the contrary are valid only insofar as they have been expressly accepted in writing by Jakob AG.

### 2. Conclusion of Contract - Extent of Deliveries and Services

- 2.1 The Contract between the Buyer and Jakob AG goes into effect upon receipt of the confirmation of order in writing from Jakob AG.
- 2.2 The deliveries and services of Jakob AG are set forth in their entirety in the confirmation of order, including any enclosures thereto.
- 2.3 Data in leaflets, catalogs, and technical documentation are not binding without express agreement.
- 2.4 In the absence of any agreement to the contrary, Jakob AG retains all rights to plans and technical documentation handed over to the Buyer.

### 3. Prices

- 3.1 The authoritative prices follow from the confirmation of order of Jakob AG.
- 3.2 The prices shown on the Jakob AG website are price indications. The right is expressly reserved to adapt prices at any time.
- 3.3 Unless otherwise agreed in writing, all prices indicated are to be understood as net ex factory in Swiss francs, not including any VAT owed.
- 3.4 In the absence of any other express agreement, all additional costs shall be borne by the Buyer. This includes especially shipping and packing costs, costs for freight, insurance, permits for export, transit, import, and other permits, certifications, all types of taxes, contributions, fees, customs duties, and the like, which are charged in connection with the Contract. Packing is invoiced at cost price.
- 3.5 Up to an order value of CHF 50.00 net, a small-quantity surcharge of CHF 20.00 is invoiced.

### 4. Payment Conditions

- 4.1 In the absence of any other agreements in writing, payment is to be made without deductions of any kind and within 30 days from the invoice date at the domicile of Jakob AG.
- 4.2 If the Buyer does not respect the payment term, it shall, without reminder, pay interest starting from the due-date amounting to 4% over the then-valid three-month CHF-LIBOR of the Swiss National Bank, but at least 5%.  
The right to assert further damage is reserved.

## 5. Reservation of Property Rights

5.1 Jakob AG remains the owner of its entire deliveries until it has received full payment in accordance with the Contract.

The Buyer authorizes Jakob AG upon conclusion of the Contract to have the reservation of property rights entered in the official register at the expense of the Buyer.

## 6. Term for Delivery

6.1 The applicable term for delivery follows from the confirmation of order in writing from Jakob AG.

The term for delivery begins as soon as the Contract is concluded and the essential technical points have been settled.

6.2. The term for delivery shall be reasonably extended if obstacles arise which Jakob AG cannot avert despite the use of proper care, e.g., in cases of *force majeure*, in case of late or incorrect supply of the necessary raw materials, semi-finished or finished products, important workpieces becoming defective, accidents, strikes, operational disturbances, or official measures.

The term for delivery shall also be extended if the data needed by Jakob AG for fulfilling the Contract do not reach it in time or if the Buyer subsequently modifies them.

Jakob AG shall also have the right to withhold the service if the Buyer delays the fulfillment of its contractual obligations, e.g., in the case of agreed payment in advance.

6.3 In the absence of any other express agreement, the Buyer has no rights and claims vis-à-vis Jakob AG owing to delayed deliveries or services except in the case of unlawful intention or gross negligence on the part of Jakob AG.

## 7. Transfer of Benefit and Risk, Insurance

7.1 Benefit and risk are transferred to the Buyer upon departure of the deliveries ex factory at the latest.

7.2 Transportation takes place in principle at the risk of the Buyer. However, Jakob AG takes out transportation insurance at the Buyer's expense. Particular wishes with regard to transportation and insurance are to be communicated to Jakob AG in due time. Complaints and any possible damages in connection with the shipment or transportation are to be sent by the Buyer to the last carrier and to Jakob AG immediately upon receipt of the deliveries or the shipping documents, but within five days at the latest.

## 8. Examination and Acceptance of Deliveries

8.1 The Buyer must examine the deliveries within five days from receipt thereof and inform Jakob AG in writing without delay of any deficiencies. If it fails to do so, the deliveries and services are considered to be approved.

8.2 Jakob AG must correct the reported deficiencies as quickly as possible, and the Buyer must give it an opportunity to do so.

## 9. Return of Goods

9.1 Ordered and correctly delivered goods are taken back only after express previous agreement and with a price reduction insofar as the goods are unused and in mint condition.

In the case of ready-made ropes, such as slings, nooses, etc., only the re-usable fittings are credited. Used ropes are in definitely not taken back.

9.2 The expense of returns is always borne by the Buyer.

## **10. Guarantee, Liability for Deficiencies**

- 10.1 The Buyer has no rights and claims because of deficiencies of any kind in deliveries or services other than those specifically mentioned below in this paragraph 10. Other liability and guarantee provisions expressly agreed in the individual Contract are reserved.
- 10.2 The guarantee period is 24 months.  
This period begins with the departure of the deliveries ex factory.  
For replaced or repaired parts, the guarantee period recommences and lasts 24 months from the replacement or conclusion of the repair.
- 10.3 Jakob AG undertakes to mend or replace, as it may choose, as quickly as possible, at the request of the Buyer in writing, all parts of the deliveries of Jakob AG which are proven to have become damaged or unusable owing to poor material, faulty manufacture, or deficient execution up to the expiration of the guarantee obligation. Replaced goods revert to the property of Jakob AG.  
The guarantee expires prematurely if the Buyer or a third party carries out inappropriate modifications or repairs, or if the Buyer, should a defect occur, does not immediately take all suitable steps to restrict the damage and give Jakob AG without delay the opportunity to eliminate the defect.
- 10.4 If Jakob AG expressly assured the Buyer of special properties for the ordered goods, this assurance applies only until expiration of the guarantee period, other express agreements being reserved.  
If the assured properties are not fulfilled, or only partially, the Buyer first has a claim to appropriate rectification by Jakob AG, for which purpose the latter is to be granted the necessary time. If the rectification is not successful, or only partially, the Buyer has a claim to a reasonable reduction of the price. The Buyer is not entitled to any further claims.
- 10.5 For claims of the Buyer owing to inadequate counseling and the like, or owing to breach of any accessory

## **11. Exclusion of Further Liability of the Supplier**

- 11.1 Excluded from the guarantee and liability of Jakob AG is damage which is proven not to be the result of poor material, faulty manufacture, or deficient execution, e.g., the result of natural wear and tear, deficient or improper handling, or other reasons for which Jakob AG is not responsible.
- 11.2 All instances of breach of contract and the legal consequences thereof, as well as all claims of the Buyer, regardless of the legal grounds on which they are based, are definitively regulated in these Terms and Conditions. In particular, all not explicitly mentioned claims to damages, diminution, termination of the Contract, or withdrawal from the Contract are excluded.  
  
In no case do claims of the Contract exist for replacement of damage which has not occurred on the delivered object itself, such as especially cessation of production, losses of use, loss of orders, lost profits, and other direct or indirect damage. Liability of Jakob AG for any sort of consequential damage is excluded.
- 11.3 This exclusion of liability does not apply to unlawful intention or gross negligence of auxiliary personnel. Moreover, the exclusion of liability does not apply insofar as compulsory law is opposed thereto.

## **12. Forum and Applicable Law**

The forum for the Buyer and for Jakob AG is the registered office of Jakob AG. However, Jakob AG has the right to sue the Buyer at the latter's registered office.

The legal relationship is subject to substantive Swiss law.