



General terms of sale

1. Prices

If, between conclusion of the contract and delivery, the goods to be delivered become more expensive as a result of technical improvements, changes in exchange rates, increases in ancillary costs or in the prices of the supplying works, these price increases shall be borne by the buyer.

2. Delivery

The delivery period is set according to the conditions existing at the time of the conclusion of the contract, but is not binding. It shall be extended in particular in the event of unforeseen events (e.g. strikes, difficulties in procuring materials, cases of force majeure, etc.). Furthermore, it is suspended as long as agreed payments are not made by the buyer in due time. Delays in delivery do not entitle the buyer to withdraw from the contract or to demand compensation for any resulting damage.

If the ordered goods cannot be delivered after notification of readiness for delivery through no fault of the seller, they will be stored at the seller's or a third party's premises at the buyer's expense and risk. In this case, the payment period shall commence upon notification of readiness for delivery.

Shipment is at the risk of the buyer, even if carriage paid delivery or acceptance of transport by the seller has been agreed. The risk is transferred to him as soon as the contractual object is made available to the carrier, freight forwarder or buyer, depending on whether dispatch or collection by the buyer is involved. The buyer must check the goods immediately upon arrival and report any defects to the responsible carrier and the seller without delay. If the seller does not receive a written notice of defects within 8 days, the consignment shall be deemed to be approved.

3. Terms of payment

Payments are to be made on the agreed date free of charges and free of all deductions, even if reworking or replacement of parts has to be carried out on the delivered goods or if the goods cannot be delivered on time for reasons for which the buyer is responsible. Complaints about the object of delivery do not release the buyer from the obligation to pay on time. If planned financing (leasing, bank payment, bill discounting) is not forthcoming, the buyer is not entitled to withdraw from the contract.

4. Default of the buyer

If agreed payments are not made within 20 days of their due date at the latest, the entire remaining amount shall become due without further ado. For claims which are not paid as agreed, interest on arrears will be charged from the due date, without prior notice of default, at 1% above the current account interest rate for blank credits of LUKB Lucerne. The seller reserves the right to withdraw from the contract in case of default of payment and to reclaim the delivered goods. Any return transport to Rain shall be at the expense of the Purchaser.

If the seller withdraws from the contract, the buyer is obliged, apart from paying interest on arrears and the immediate return of the delivered goods, to:

Payment of a rent of at least 5% of the agreed purchase price for each full or partial month from delivery until return of the delivered items.

Payment of damages for any extraordinary wear and tear and for damage to the delivered items.

Payment of the dismantling, transport and insurance costs for the return of the delivered goods and any other associated expenses.

Payment of a contractual penalty of at least 20% of the total purchase price if the purchased items are not accepted.

5. Retention of title

The delivered items remain the property of the supplier until the agreed price with all additional costs and interest has been paid. The seller is authorised to enter the retention of title at the expense of the buyer in the retention of title register. The Vendor shall be notified immediately of any change of domicile.

6. Insurance

The buyer is obliged to take out all necessary insurances (e.g. theft, fire, elementary, transport, machine breakage, assembly insurance) until full payment of the purchase price for the delivered objects with effect from the transfer of risk. He assigns his resulting claims for insurance benefits to the seller. If the buyer cannot prove that he has the necessary insurance, the seller is entitled to take out such insurance himself at his expense. The buyer must notify the seller immediately of any damage.

7. Technical principles, use

The technical bases of the offer (catalogues, brochures, drawings, photos, calculations etc.) are not binding for the seller unless they are expressly agreed as binding and definitive in the purchase contract.

Operating and maintenance instructions of the manufacturer and the seller as well as instructions regarding proper use and additional load must be strictly observed.

8. Warranty and liability

For the period of time specified in the contract, the Seller guarantees the appropriate quality of the materials used and perfect workmanship. If the delivered objects change owners before the end of the ordinary guarantee period, the guarantee ends at the time of the transfer of ownership. The warranty period for the main delivery is not extended by individual guarantee work or deliveries. The guarantee period begins on the date of dispatch.

The seller disclaims any guarantee

- for used machines or parts and material not supplied by the seller.
- in the event that the Buyer, without the Seller's prior written consent, has made changes to the object, in particular additional installations.
- for damage of any kind resulting from normal wear and tear, incorrect or violent handling, excessive use, insufficient foundations, improper operation and maintenance of the machine, freezing, use of unsuitable materials and lubricants, accidents or force majeure.
- for merchandise or material from subcontractors, such as electrical equipment, tyres, etc. In this case, the seller is only liable within the scope of the warranty provisions of the manufacturer in question.
- for all other claims beyond the above mentioned guarantee obligation. In particular, all further warranty claims (such as reduction or cancellation) and any further liability of the seller for direct or indirect damages of the buyer (such as those arising from the unusability of the contractual object and the prosecution of the buyer for third-party damages in connection with the delivery and operation of the contractual object) are expressly excluded.

Any defects covered by this warranty will be repaired or the relevant parts replaced free of charge as soon as possible. Any additional operational checks by the Seller's fitters required by the Buyer are not covered by the warranty, but will be invoiced separately.

The buyer undertakes to make the purchased item available for possible repairs within the regular working hours.

The seller is entitled to refuse to remedy defects as long as the buyer has not fulfilled his obligations.

If a claim is made against the Seller by a third party as a result of a damaging event and there is joint and several liability, the Seller may have recourse to the Buyer for all expenses, provided it can be proven that the Seller is not personally responsible for gross negligence.

9. Warranty/Exchange object

The buyer expressly declares that there are no claims or reservations of ownership of third parties on the trade-in object given for payment and that the hour meter reading corresponds to the effective hourly output of the machine. Furthermore, he bears the risk of loss, damage or depreciation in value until the time of handover of the object of exchange to the seller.

10. For both parties the place of performance is Rain and the place of jurisdiction is Hochdorf.