



AA 52011c General Purchase Conditions 2016.12 / english Version

1. General information

Only written orders are valid. Verbal or telephone agreements require our confirmation. The prices we state are maximum prices. Any documentation we provide or pay for, such as drawings, models, tools and samples, may not be copied without our permission and shall remain our property, including the intellectual property rights. The supplier is responsible for ensuring that this documentation is not used for or accessed by third parties. Our orders may not be used for advertising purposes.

2. Confirmation of orders

The supplier must confirm an order immediately and within five days of receiving it at the latest. If we do not receive confirmation, we shall assume the order has been fully accepted, including all documentation and the general purchase conditions.

As long as nothing to the contrary is stated in the order, the general purchase conditions of Imhof Häusermann AG shall apply. The conditions of the orders, including the general purchase conditions, shall take precedence over all other and future conditions.

3. Quantity and quality

The quantities and qualities of goods as determined by our incoming goods checks at the delivery destination are decisive for acceptance and invoicing. The supplier must ensure the quality of goods delivered by means of suitable outgoing goods checks. Imhof Häusermann AG therefore does not perform a technical incoming goods inspection. The supplier undertakes, with acceptance of this order, to permit the checking of proof of origin and supplier declarations by the customs authority and both to issue.

In view of the fact that it is not possible for us to check the correctness and usability of a large proportion of deliveries or services immediately, by accepting the order, the supplier shall also acknowledge complaints without imposing a complaint cut-off date. Payments we make do not represent an acknowledgement of quantity, price or quality.

The supplier will ensure that the goods correspond to the legal requirements, the relevant standards and the current state of the art. Should we find the supplier has sold stolen or forged goods (pirate copies), this shall be promptly reported to the public authorities.

4. Guarantee

In particular, Imhof Häusermann AG is entitled to assert all rights to complaint provided for by law (e.g. cancellation, deduction or improvements) or to claim compensation.

Upon Imhof Häusermann AG' request, any defects found must be rectified immediately and at no additional cost. Assurances given by the supplier must be adhered to precisely.

5. Delivery times

Unless immediately corrected by the supplier, our stated delivery times are binding (firm deal).

The stated delivery times are the time at which the goods must arrive at their destination. If the delivery time is exceeded, we reserve the right to decide whether to insist on delivery of the goods or to cancel subsequent delivery without agreeing another deadline.

Any differences in freight charges between normal and express freight due to late delivery shall be borne by the supplier. We reserve the right to return goods unfranked if they are delivered early without our consent, or to delay settlement of the invoice until the due delivery date of the goods.

6. Dispatch regulations

The supplier must inform us promptly of all consignments by means of a dispatch note. Partial and remaining consignments must be indicated as such.

Each consignment must be accompanied by a delivery note.

The supplier shall be liable for any damage incurred during transport due to insufficient packaging.

7. Invoicing

Each consignment must be invoiced immediately upon dispatch. A separate invoice must be issued for each order.

8. Payment terms

Unless other agreements have been made in writing, we shall pay an invoice 30 days after receiving it (contingent on goods having been duly received). Collection on delivery (COD) or drafts are not accepted.

9. Applicable law and jurisdiction

The place of performance for deliveries and payments is our legal domicile. The contractual relationship governed by this agreement is exclusively subject to Swiss law. The place of jurisdiction is Arlesheim.

10. Framework agreements

If the supplier concludes a framework agreement with Imhof Häusermann AG, any contrary provisions in said agreement shall take precedence over those in these general purchase conditions.

11. Business secrets, confidentiality

All information with which the supplier is entrusted in relation to an order must be treated confidentially and may not be used for any other purpose, duplicated, or passed on to third parties. This remains in effect after the contractual relationship has ended.

In legal matters, only the german version shall be valid.

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