

Version 2018

# General Terms and Conditions

The terms and conditions of business (I to X) given below are an integral part of our offer. These terms and conditions cannot be waived, whether completely or partly. TechnoWood GmbH is hereinafter referred to as TechnoWood.

**I) Order confirmation**

The object and volume of deliveries are decided on the basis of written order confirmations from TechnoWood.

**II) Payment**

In the absence of any other agreement, 60% of the purchase price is due when the contract is concluded, and 30% after TechnoWood has notified the buyer that the delivery item or important parts thereof are ready for dispatch. The final payment is due upon delivery. The prices quoted are strictly net. TechnoWood reserves the right to demand a default interest of 8% on delayed payments.

**III) Retention of title**

Until the full payment is made, the delivery item shall remain the property of TechnoWood.

**IV) Liability and limitation of liability**

TechnoWood shall be liable towards the customer with respect to the scope of the work carried out. Upon a prompt, written request by the buyer, TechnoWood shall be obligated to provide the following replacement and corrective services:

The liability shall be limited to correcting, adjusting, or preparing construction drawings and detailed drawings, and to repeating calculation steps or simulations, if these have been proven to be unusable or severely hampered in their use due to TechnoWood's fault. TechnoWood shall provide these warranty services as quickly as possible, but TechnoWood reserves the right to choose the method.

TechnoWood shall be liable for further damages only if these have been caused intentionally by TechnoWood or its employees, or through gross negligence on their part. Intent or gross negligence must be proven by the buyer.

TechnoWood and its employees shall not be liable for consequential damages, especially for lost profit. The buyer is responsible for taking the appropriate measures to prevent and minimise the damage.

**V) Inspection by an expert**

The buyer as well as TechnoWood have the right to demand that a job performance inspection be carried out by an expert, and to have the findings evaluated at their own expense.

**VI) Termination of cooperation**

Cooperation between the parties can be terminated by either party at any time, subject to one month's written notice of termination to the end of the month. TechnoWood is obligated to complete the work that has been started, if cooperation is still acceptable. The services provided by TechnoWood till the termination of cooperation are calculated pending final account, and must be paid by the buyer.

**VII) Secrecy**

- a) Discretion is the first priority in all the activities carried out by TechnoWood. Business and trade secrets as well as the documents given by the buyer shall be handled confidentially by TechnoWood, they shall not be passed on to third parties and used for any other purposes.
- b) For handling the provided documents and information related to TechnoWood, the same requirement for discretion is made to the partners and customers of TechnoWood.

**VIII) Standards and guidelines**

Unless otherwise agreed in writing, TechnoWood is guided by the following standards and directives: 73/23 EWG Low-voltage directives, 89/336 EWG Electromagnetic compatibility, 98/37 EG Machine directives.

**IX) Applicable law**

In case of any dispute, both parties agree to first try to find a solution through an open discussion. Swiss law is applicable; the place of jurisdiction is Wildhaus.

**X) Invalidity**

If individual points of these terms and conditions of business become ineffective, the remaining points shall still remain valid.