

General Conditions Of Sale, Delivery and Guarantee of FMS AG



General:

The following conditions exclusively apply to the business transactions between FMS Force Measuring Systems AG and the customer. They shall always take precedence over any other terms which have been sent by the customer or contained in the customer's written documents. Deviations are only valid if they are agreed in particular and are confirmed in writing by FMS AG. Orders are only binding for FMS AG in the context of these conditions when they have been confirmed by FMS AG.

Any new or increased customs duties, transport costs, insurance premiums or similar costs, and any increase in the applicable wages, material costs, etc., currency fluctuations or similar charges which are incurred after the submission of an offer or after the conclusion of an agreement and which render the offered or sold goods more expensive must be paid by the customer. The aforementioned clause also applies to offers submitted or agreements concluded after the outbreak of war.

Deliveries:

Our specified deadlines are not binding. No claims for damages may be asserted against FMS AG for late deliveries. Penalties under contract are never accepted by FMS AG. Unless otherwise agreed, deliveries are made ex works at FMS AG Oberglatt, excl. postage and packing, and are uninsured.

Delivery period:

The delivery period begins as soon as the contract has been concluded, all formalities have been completed, all payments due at the time of ordering have been paid and all essential technical issues have been clarified. In order to enable compliance with the stated delivery period, we assume the fulfilment of all contractual obligations by the customer. The delivery period shall be extended appropriately if FMS AG does not receive in good time the specifications needed to carry out the contract, if obstacles occur which cannot be avoided even when the usual duty of care is applied and if the customer or third parties are delayed in the performance of the work commissioned to them or in the fulfilment of their contractual duties.

Plans and technical documents:

Brochures and catalogues from FMS AG are not binding. The technical specifications, image and text material are all the property of FMS AG and may not be made accessible to third parties or exploited in any way other than the intended purpose.

Prices:

All prices are specified as net prices excluding VAT. Necessary costs (e.g. for freight, insurance, export, import and other grants and all notarial documents) must be paid by the customer.

Conditions of payment:

Invoices from FMS AG must be paid net within 30 days after the invoice issuing date without any deductions. If the payment is not made in accordance with the contract, FMS AG is entitled to maintain the contract or to withdraw from it, while demanding compensation for damages in both cases. If the payment is made too late, claims for interest payments may also be asserted.

Packaging:

Packaging shall be invoiced, unless otherwise agreed. Non-invoiced boxes and containers shall remain the property of FMS AG and must be returned post paid within 10 days; otherwise an invoice shall be issued. Boxes made of corrugated cardboard shall be invoiced at the original cost and need not be returned.

Dispatch, transport, insurance:

Dispatch and transportation are carried out at the expense and the risk of the customer. The customer is responsible for insurance against damage of any kind. Any complaints must be lodged with the relevant transportation company before the goods are accepted.

Reservation of ownership:

The delivered goods remain the property of FMS AG until the complete payment of the invoice credit. The customer is obliged to participate in measures which are necessary to protect the property of FMS AG; in particular, he/she authorises FMS AG upon the conclusion of this contract to implement the entry or preliminary registration of the reservation of ownership in any relevant public registers, records or similar at the expense of the customer in accordance with the relevant national legislation, and to complete all related formalities. The customer shall maintain the delivered goods at his/her own expense for the duration of the reservation of ownership and shall insure the goods in favour of FMS AG against theft, breakage, fire damage, water damage and any other risks. The customer shall also take all necessary measures to ensure that the ownership claim of FMS AG is neither impaired nor suspended.

Guarantee:

Guarantee claims of the buyer due to faulty products are restricted to repairs at FMS AG or to replacement deliveries. FMS AG alone shall decide whether to remedy the fault through a replacement delivery or repairs. The customer shall bear the transportation costs. Claims for damages of all kinds and costs for fault diagnosis, troubleshooting and or any production downtime are excluded from the scope of this guarantee.

Insofar as nothing to the contrary is laid down in the order confirmation, the guarantee period is:

- 2 years for SMGZ and PMGZ
- 3 years for all other force transducers
- 3 years for all electronics
- 6 months for BMGZ
- Roller bearings: according to manufacturer's guarantee
- 1 year for all non-listed products

The basis for the guarantee period is single-shift operation (*i.e. max. 10 hrs per day and 250 days per year, or 2,500 operating hours*).

Repairs which relate to the non-observance of assembly specifications, operating instructions or the usual duty of care are excluded from the scope of this guarantee.

Assembly:

The assembly and commissioning of the ordered products are not included in the sale price.

If required by the customer, FMS AG shall provide the necessary fitters at the rates applicable at the time of the work based on a separate agreement concluded in good time. The following items shall be invoiced: working time, travel time, waiting time, expenses for travel to and from the site, catering and accommodation and the transport costs for the required tools. The customer shall provide the helpers required for carrying out the assembly work free of charge.

Complaints:

Complaints must be lodged within 14 days of the receipt of the goods; otherwise the delivery shall be regarded as accepted. On principle, no goods shall be accepted back from the customer. In exceptional cases, goods may be accepted back with the explicit consent of FMS AG. All returned products must be retested, repaired and packaged, and all costs incurred shall be borne in full by the customer.

Place of performance:

The place of performance for deliveries and payments and the place of jurisdiction for both is Oberglatt. However, FMS AG is entitled to prosecute the customer at the location of his/her own registered office.