

1. Scope / Liability

The purchaser acknowledges the following terms and conditions of sale and delivery of Widap AG as an inherent part of the contracts on which his orders to Widap AG are based, and as an inherent part of each individual order.

The General Terms and Conditions of Sale and Delivery shall be binding if they are declared as applicable (as an alternative) in the quotation, in the bid, in any master (or framework) agreement or in the order confirmation. They shall be valid exclusively and for an indefinite period of time, unless they are amended by an explicit written agreement.

2. Contract conclusion

Offers of contract by Widap AG are non-binding and are valid for the given binding period, unless specified otherwise. As soon as the purchaser places an order, he makes a binding offer. The contract comes into existence when Widap AG accepts the offer, i.e. if Widap AG confirms the order in writing or makes a delivery.

3. Intellectual Property / Confidentiality

The documents, studies, plans, documentation and manufacturing drawings made available by Widap AG remain its property and are confidential. The purchaser is neither allowed to use them beyond the contractual purpose nor to disclose them to third parties.

If no contract comes into force, the seller has to return the documents, studies, plans, documentation and manufacturing drawings made available to him to Widap AG within 7 days on request. In the case of electronic delivery, the purchaser will delete the documents in consultation with Widap AG.

4. Prices

The prices valid at the time of delivery are applicable. Generally the prices in Switzerland are in CHF excluding VAT, and in EUR excluding VAT abroad, while other currencies are conditional. These may be changed at any time without prior notice. The minimum invoice amount for resistor equipment is CHF 250,- net or EUR 250,- net. For power engineering, the minimum order value is CHF 100,- net, for small orders under CHF 100,-, a processing fee of CHF 25,- is charged.

Surcharges for metal are included in our prices. Widap AG reserves the right to regularly check these surcharges according to the stock market quotes and to adjust the prices accordingly. The cost for certified invoices, etc., is charged at actuals.

5. Terms of payment, reservation of ownership

30 days net, unless the invoices contain some different endorsement. In the event of a delay in payment, dunning fees amounting to CHF 50.- will be charged. Deliveries will be made on COD or prepaid basis for new customers or for late payers. The material supplied by Widap AG shall remain their property until full payment has been made in accordance with the contract.

6. Packing units / Packaging

The pricing of Widap AG is based on whole packaging units. The pricing is rounded up or rounded off to whole packaging units, without any special notice. The packaging is charged separately by Widap AG and is not taken back. If, however, it has been designated as its property, the DDP must be returned to Widap AG.

7. Shipping / Delivery dates

The deliveries are made ex works (EXW).

The indicated delivery times are to be understood as reference values insofar as Widap AG does not provide a firm delivery date in writing. Widap AG is not liable for late delivery and its consequences. A delayed delivery does not entitle the purchaser to withdraw from the contract. If the order is cancelled, the costs incurred will be charged.

Widap AG is exempted from any obligation regarding the delivery deadlines in case of force majeure conditions or other events occurring at the seller's facilities or those of their suppliers.

8. Transportation / Insurance

The delivery by Widap AG is completed with the handing over of the goods to the freight forwarding company. The shipping occurs at the expense and risk of the purchaser. Complaints regarding shipping or transportation must be addressed by the purchaser to the transport company immediately upon receipt of the delivery. The onus lies with the purchaser for providing insurance cover against damages of any kind.

9. Checking and defects notification

The purchaser must inspect the delivery within 8 days of receipt in detail for material and functional suitability as well as for quantity deviations beyond the usual industry tolerance and to notify Widap AG immediately of potential defects. The notification of defects must be issued in writing and should contain an accurate specification of the alleged defects. Any evidence must be enclosed. If no relevant notification of defects is issued within the period of notification, the products are considered to be defect-free in all functions and the delivery is considered to be approved.

10. Limited warranty

Widap AG warrants its devices for a period of 12 months from the day of delivery. This limited warranty covers the replacement of defective parts, either due to design, manufacturing or material defects. This limited warranty applies only to purchasers of Widap AG. Any additions, alterations, modifications or consequential damages to systems in connection with our products are expressly excluded from this limited warranty or implied warranty. After consulting Widap AG, the complained components must be sent freight prepaid to Schmitten / Schaffhausen for the replacement. If our deployment onsite is requested, the purchaser will bear the related expenses incurred.

The following special provisions apply:

For fuses, however, a limited warranty of 24 months applies only during the storage period, but not after commissioning.

For Microelettrica railway products
24 months after commissioning, but max. 36 months after delivery.

11. Exchange or returning of unused equipment

Returned goods require an agreement with Widap AG and are taken back only with its consent. Only completely new and marketable standard equipment in the original packaging can be exchanged or returned without any signs of usage; there is no right of return for customer-specific goods ordered. Return shipments must be sent freight prepaid to Schmitten / Schaffhausen, specifying our invoice number. The costs for inspection, packaging and shipping will be charged or deducted from the credit note. The maximum credit note amount is 80% of the purchase price, and lowering of the value of the goods will be applied in any case.

12. Validity

The above "General Terms and Conditions of Sale and Delivery" will not be cancelled based on different purchasing conditions of the purchaser, insofar as the deviations have not been acknowledged in writing with the order confirmation from Widap AG.

13. Jurisdiction and applicable law

Jurisdiction for the purchaser and for Widap AG is Tafers / FR. However, Widap AG is also entitled to call upon the competent court at the registered offices of the purchaser.

The legal relationship is subject to Swiss law.

Schmitten, 22.02.2018