

Terms & Conditions

1. Order acceptance

Order acceptance International

Orders are only accepted after written confirmation with indication of price and delivery date. A quotation without expiry date is not valid.

Order acceptance Switzerland

Written or telephone orders are acceptable. Normally no order confirmation will be sent for standard catalogue products. Goods supplied to Switzerland will be shipped the same day subject to stock availability and receipt of order before 11 a.m. Express deliveries are subject to an additional charge of CHF 20.-.

2. Order cancellation

Acknowledged orders of products already in production can not be cancelled. Exception: standard products supplied from stock. Goods returned within 8 days will be credited with max. 80% of their initial value otherwise a credit of max. 50% will be applicable. The products must not have been in operation and must be returned in their original packing. For goods older than 12 months no credit note will be issued.

3. Prices and payment terms

Shipments are made ex works packed (EXW Bubikon, INCOTERMS 2010) exclusive VAT. Insurance for transportation risk is customers obligation. Invoices are payable net within 30 days from date of invoice, without deduction of any fees, taxes or other charges. In specific cases prepayment may be requested. For delayed payments interest will be charged. In addition we reserve the right to suspend future deliveries without prior notice should payment terms not be met.

4. Property of goods

Until the full invoice amount has been paid all supplied goods will remain property of Trafag AG.

5. Delivery

Customers may not cancel their order or demand compensation in the event of an overdue delivery date.

6. Warranty

The warranty period is 12 months of service time or max. 18 months from date of invoice. The warranty covers materials, workmanship and design defects but excludes incorrect installation and protection and usage and application outside the scope of our specifications. Claims are to be made within 8 days of the defect occurrence. Instruments are to be returned free to our factory in Bubikon, Switzerland. We

reserve the right to repair or replace defective goods at our discretion.

7. Documents

All drawings, dimensional drawings and pictures supplied prior to the final order may not be relevant for the finally specified execution. We reserve the right to make modifications. Weight indications are approximate values. Any documentation remains our property and may not be copied or handed over to any third party without our written approval.

8. Applicable law

Swiss law is applicable. Court is Hinwil. Place of execution is Bubikon.

9. Confidentiality

9.1 All information, documents, data, specifications, drawings, samples, and any other non-publicly accessible information provided by the Customer or disclosed in connection with the performance of the order shall be treated as confidential by Trafag AG.

9.2 Trafag AG shall use such information exclusively for the performance of the agreed order and for the fulfilment of legal, regulatory, normative, or accreditation-related requirements.

9.3 Disclosure to third parties shall only take place:

with the Customer's consent;

where required by law or by a competent authority; or

where necessary in connection with accreditation, assessment, or auditing by authorised bodies. Such bodies shall themselves be bound by confidentiality obligations to the extent legally possible.

9.4 If Trafag AG is required to disclose information pursuant to legal provisions, the Customer shall be informed thereof, provided that such notification is legally permissible.

9.5 The confidentiality obligation shall continue to apply after the termination or completion of the contractual relationship.