

General Terms and Conditions of Delivery

Application. The present General Terms and Conditions of Delivery apply insofar as no provisions to the contrary are stated in offers, order confirmations or other contractual agreements of HB-Therm AG, 9015 St. Gallen, Switzerland (hereinafter referred to as HB-Therm).

Offers. Offers by HB-Therm are without engagement unless a commitment period is stated. Delivery deadlines are non-binding and are provided for guidance only.

Prices. Prices are quoted net, ex works, not including packaging, in Swiss francs or in the currency stated and excluding Value Added Tax. We reserve the right to adjust prices at any time in the event of change to an order.

Terms and Conditions of Payment. Payments must be made within 30 days of receipt of request for payment or in accordance with the agreed payment dates. Payments must further be made at the place of the Registered Office of HB-Therm in Swiss francs or in the currency stated in the invoice. Terms are strictly net with no deductions whatever.

In cases where deposits or payments on account have not been rendered pursuant to the stipulations contained within the agreement, HB-Therm shall be entitled to act at its own discretion in either upholding or withdrawing from the contract and may in both such circumstances require payment of compensation.

In the event that a customer fails to comply with agreed payment deadlines, such a customer will be liable for penalty interest of 5 % from the agreed due date without any requirement for a reminder to be sent.

Delivery dates. Delivery dates stated in order confirmations represent the anticipated time that goods will be ready for dispatch from the HB-Therm works. The customer may set an appropriate subsequent deadline in writing in cases of non-compliance with delivery deadlines which are solely the responsibility of HB-Therm. The customer shall be entitled to withdraw from the contract if such a subsequent deadline is not met. Any claim for compensation is excluded.

The delivery time shall be reasonably extended if HB-Therm has to interrupt or shorten its production processes due to a lack of or a reduced availability of energy sources (e. g. gas, electricity). HB-Therm shall inform the customer immediately and in writing of such a situation. Any claim for compensation for delay or compensation for direct and indirect damages due to such a delay shall be excluded.

Retention of title. HB-Therm remains the owner of all goods delivered until such time as HB-Therm has received payment in full from the customer pursuant to the agreement.

Transport and packaging. Deliveries take place FCA St. Gallen, Incoterms 2020. HB-Therm must be notified in a timely manner of any divergent wishes regarding dispatch, transport and insurance. Amendments are subject to an additional charge. Packaging is not taken back.

Inspection and notification of defects. HB-Therm will inspect objects of delivery prior to dispatch to the extent that is usual. The customer is required to report any defects to HB-Therm in writing within 10 days of receipt of goods. Deliveries shall be deemed to have been approved in the event that the customer omits to do so. Damage occurring during transport must be reported to the relevant transport company directly.

Warranty and Disclaimer. The warranty period extends for 24 months after transfer of benefit and risk. Right to subsequent performance encompasses supply of replacement parts or repair at the HB-Therm works. Duty of warranty does not apply to components subject to natural wear and tear and further does not apply in cases of damage that are caused by negligent maintenance, improper use, failure to observe operating instructions, interventions or inexpert repairs carried out by the customer or a third party or are due to other reasons which are not the fault of HB-Therm. The right to reduction and conversion and all further liability claims (in particular with regard to compensation) are excluded to the maximum scope permitted by law.

Documentation. Each contractual party retains all rights in documentation that has been made available to the respective other party. Such documents may not be made accessible to third parties or used in any way other than for the contractual purpose without the prior written consent of the other party.

Data protection. HB-Therm is entitled to process personal customer data within the scope of processing the contract. The customer consents in particular to HB-Therm using such data for the purpose of settling and managing business relations between the parties and also disclosing it to third parties.

Russia sanctions. The buyer or importer undertakes not to sell, export, return or use in Russia, whether directly or indirectly, the goods covered by the provisions of Article 14f of the "Verordnung über Massnahmen in Bezug auf die Situation in der Ukraine" (946.231.176.72) and delivered under or in connection with this contract.

Place of jurisdiction and applicable law. Place of jurisdiction for both contractual parties is the place of the Registered Office of HB-Therm. Notwithstanding this, HB-Therm shall also be entitled to assert claims against the customer at the location of the customer's Registered Office. Legal relations are governed by Swiss substantive law. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.