

## 1 General Terms and Conditions

The following General Terms and Conditions shall apply unless any other arrangement has been made in writing. The customer's own ordering conditions if opposing to the terms below are not recognised, even without express stipulation to that effect. Our quotations are in principle not binding. Orders become legally binding for us upon their written confirmation.

## 2 Prices and Packing

Our prices have to be considered in effective Swiss Francs for delivery ex works, without transport packing and without insurance. We reserve the right to adjust our prices at all times. The price valid at the time of conclusion of a contract shall be applicable. For contracts with delivery on request, with a duration of more than 6 months, we reserve the right to apply the prices at the time of shipment.

## 3 Terms of payment

Switzerland: advance payment or net, within 30 days from date of invoice (dispatch)

Export: advance payment in effective Swiss Francs

Irrevocable Letters of Credit, confirmed by a first class Swiss bank, are only accepted, if all banking charges inside the country of the buyer and in Switzerland are borne by the buyer.

## 4 Delivery and insurance

The valid terms of delivery are according to the order confirmation and the invoice. If nothing else has been agreed EXW Winterthur (Incoterms 2020) is valid.

## 5 Delivery times

Delivery times stated in our quotations are considered from receipt of a firm order respectively from receipt of funds in case of advance payment. All delivery times are subject to prior sales. We endeavour to keep exactly to the delivery times stated in our order confirmation. The calendar week mentioned is the week of dispatch ex works. These dates do, however, not constitute any liability on our part and inability to conform to them does not provide the base for indemnity or a cancellation of the order.

## 6 Documents

Our designs, sketches, instructions, etc. made available to the buyer remain our property and may not be reproduced or passed on to a third party without our written authorisation.

## 7 Warranty

In case of new products, we provide a guarantee for a period of 24 months, calculated from the date of dispatch, in such a way that within this period we will either repair or replace free of charge, at our discretion, instruments which are demonstrably unusable as a result of material defects or bad workmanship. In case of repairs, we shall provide an equivalent guarantee for the repaired parts and spare parts for a period of 12 months. Our warranty does not cover any damages due to incorrect, unskilled or careless handling as well as damages due to normal wear. Consumables such as batteries, etc., are also excluded from the guarantee. In case of unauthorised repair attempts or modifications by the buyer (e.g. opening the instrument, etc.) the guarantee will cease immediately. We decline responsibility for any damage caused directly or indirectly by the goods themselves, whether through their use or defects.

**8 Complaints**

Complaints concerning the quantities, precision and workmanship of the instruments supplied must be made in writing within 8 days from receipt of the goods. We advise customers to declare any damage sustained in transit to the appropriate party (forwarding agent, carrier, insurance company, etc.) immediately, respectively to accept goods under reserve only.

**9 Intellectual Property**

The intellectual property and rights for products and solutions developed by WYLER AG or in cooperation with WYLER AG, including all drawings and including the application of such products and solutions remain with WYLER AG unless special agreements are signed with the respective customer.

**10 Confidentiality**

Our staff, who carry out activities on behalf of our calibration laboratory, are bound to confidentiality. All data collected through our laboratory activities is confidential and will only be made accessible or public in consultation with our customers. If there is a legal obligation or contractual agreement to disclose the data, the customer or person concerned will be informed of the information provided, unless this is prohibited by law.

**11 Court Action**

All contracts shall be governed by Swiss law. Jurisdiction is at the court of Winterthur (Switzerland). We reserve, however, the right to prosecute the buyer also at his domicile.