

1. Preamble

These General Terms and Conditions govern the existing and new relationship between BWB Holding and its subsidiaries (hereinafter referred to as BWB) and its customers and are to generate a long-term benefit for both partners.

Both partners are required to support each other in order to generate both-sided success in mutual projects.

The companies of the BWB group are members of the VSA Verein Schweizerischer Anodisierbetriebe (Association of Swiss Anodizing Companies).

2. Area of validity

With effect from June 1, 2009, contracts of BWB with customers are subject to these terms and conditions. All orders placed for the BWB contracting party will be conducted based on the contract for work and the following terms. Regulations or terms of the purchaser are only binding after being accepted by the BWB contracting party in written form.

3. Offers, prices and payment terms

Offers are nonbinding until the completion of a contract. All prices are net. After each part-delivery, the BWB contracting party states accounts. The account has to be paid by the purchaser within 30 days after billing. Excesses or shortfalls in performance compared to the volume of orders are calculated at a standard rate referred to the surface of the particular component. Standard rates correspond to the offers of the BWB contracting party.

4. Placing of order

The anodisation of the particular components according to the contract of work will be executed in stages. To avoid defects in the type of treatment, a written order (delivery note, bill of materials) has to be attached in each stage or delivery by the purchaser for the BWB contracting party. The delivery note must cover the amount, the desired surface treatment, the coating thickness in μm (1/1000 mm), the aluminium alloy as well as the exact measurements of the components.

The bill of materials must indicate distinctly the visible surface and the grinding surface in terms of marked profile sketches. If specific manufacturing documents (colour pattern, markings, specifications and norms, test media) are available, they must be provided when placing the order. In general these specific manufacturing documents are returned to the purchaser after processing of order. On profiles in production lengths and sheet metal (≤ 2 mm) the contact point on the edge region is acceptable up to 30 mm.

The BWB contracting party is not liable for defects due to an incorrect placing of order. Uncertainties can be identified by the customer service of the BWB contracting party.

5. Delivery time

Delivery times are only binding if they have been confirmed in written form and if the purchaser has completed the delivery on time. In case of a delayed delivery due to interruptions or restrictions of operation or due to other circumstances not influenced by the BWB contracting party, the purchaser is not entitled to claim for compensation.

Conducted work has to be paid at any rate.

6. Taking-over and guarantee

The BWB contracting party guarantees a professional and as per order completion of the surface treatment. After the inspection by the purchaser, the BWB contracting party only guarantees for hidden defects – defects that could not be detected when inspecting. Inspection has to take place before further processing, assembly or abroad shipment – namely within 10 days after delivery, otherwise the BWB contracting party is only liable for hidden defects. Inspection involves especially the layer thickness, the dimensional accuracy/ stability, identical colouring, mechanic violation and other decorative defects.

7. Defects

The evaluation of a regular defect on time ensues on the cleaned defect component in the shadow by daylight.

Contact points and other irregularities due to the material and procedure have to be tolerated. On coloured components a difference in colour is only accepted as a defect if determined deviance is exceeded.

8. Complaint of Defects

With an accurately timed complaint of defects and proved error in treatment, the BWB contracting party has to reprocess defect components in time, free of charge and inclusive transportation costs. If the purchaser neglects an amendment, the warranty rights are lost.

9. Damages

If damaged components cannot be removed, both parties will negotiate an involvement of the BWB contracting party for a special cleaning of the damaged components or a possible reduced value. The reimbursement by the BWB contracting party is restrained to the value of the surface treatment of the damaged components.

10. Caveat emptor

Caveat emptor applies to the following cases: on damages due to formation of elements, wrong materials and material combination as well as inappropriate construction caused by the purchaser; on happenings and facts that are beyond foreseeable influence and control of the BWB contracting parties (which also applies to storage damage caused by the purchaser); and on damages caused by act of nature beyond control.

11. Construction sector

Applicable for construction sector: adherence to treatment and maintenance instructions by purchaser and constructor is a prerequisite for all warranty. This also includes a professional final construction cleaning and regular cleaning depending on the atmospheric surrounding. The instructions manual is part of SZFF guideline 61.01, latest edition.

12. Court of jurisdiction

The place of jurisdiction is the location of the particular BWB contracting party. The laws of Switzerland shall apply to all legal relationships with BWB contracting parties.

In the event of differences between the language versions of these General Terms and Conditions the German shall prevail.