General conditions of supply
PCM Willen SA

1. General
These general conditions of supply shall be applicable on all supplies of PCM WILLEN SA. That shall be binding if declared applicable in the offer or in the order acknowledgement.
Any conditions stipulated by the customer which are in contradiction to these general conditions of supply shall only be valid if expressly acknowledged by PCM WILLEN SA in writing.
Changes in construction due to improvements may at any time be introduced.

2. Prices
Unless otherwise agreed upon, all prices shall be deemed to be net ex works excluding packing, in freely available Swiss francs without any deduction whatsoever. Packing costs shall be charged at actuals.
Any and all additional charges, such as freight charges, insurance premiums, fees for export and other permits shall be borne by the customer.
Likewise, the customer shall bear any and all taxes, fees, customs duties, levies and the like which are levied out of or in connection with the contract.
An appropriate price adjustment shall apply in case :
- the delivery time has been subsequently extended due to any reason stated in Clause 5
- the nature or the scope of the agreed supplies or services has changed.
The minimum order value is CHF 100.–

3. Terms of payment
Payments shall be made by the customer at the domicile of PCM WILLEN SA within 30 days from the date of invoice, without any deduction.
Payment shall be deemed to be effected as far as Swiss francs have been made freely available at the domicile of PCM WILLEN SA.
The dates of payment shall also be observed if transport or delivery is delayed or prevented due to reasons beyond the control of PCM WILLEN SA.
If the customer delays in the agreed terms of payment, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate of not less than 3 per cent over the rate for current accounts charged by the house bank of PCM WILLEN SA.
The customer shall waive his right to set-off payments in advance.

4. Reservation of title
PCM WILLEN SA shall remain the owner of all supplies until having received the full payments in accordance with the contract.
The customer shall cooperate in any measures necessary for the protection of supplier's title.

5. Delivery time
The delivery time shall start as soon as the contract is entered into and the main technical points have been settled. The delivery time shall be deemed to be observed if by that time PCM WILLEN SA has sent a notice to the customer informing that the supplies are ready for dispatch.
The delivery time is reasonably extended :
a) if the information required by PCM WILLEN SA for performance of the contract is not received in time, or if the customer subsequently changes it thereby causing a delay in the delivery of the supplies or services
b) if hindrances occur which PCM WILLEN SA cannot prevent despite using the required care, such as cases of force majeure.
Any delay of the supplies does not entitle the customer to any rights and claims, except in cases of willful misconduct or gross negligence on the part of PCM WILLEN SA.

6. Transport, insurance
Unless otherwise agreed herein Incoterms 2000 shall apply to all supplies of PCM WILLEN SA. The benefit and the risk of the supplies shall pass to the customer by the date of their leaving the works.
If dispatch is delayed at the request of the customer or due to reasons beyond the control of PCM WILLEN SA, the risk of the supplies shall pass to the customer at the time originally foreseen for their leaving the works. From this moment on, the supplies shall be stored and insured on the account and at the risk of the customer.

Special requirements regarding transport must be notified in time to PCM WILLEN SA. The transport shall be at customer's expense and risk.
Complaints regarding forwarding or transport shall upon receipt of the supplies or of the shipping documents be immediately submitted by the customer to the last carrier.
The customer shall be responsible for taking insurance against risk of any kind.

7. Inspection and acceptance of the supplies
The customer shall inspect the supplies within 10 days from the date of receive and shall immediately notify PCM WILLEN SA in writing of any deficiencies. If the customer fails in doing so, the supplies shall be deemed to have been accepted. Having been notified of the deficiencies, PCM WILLEN SA shall as soon as possible remedy them.
The customer shall give PCM WILLEN SA time and the possibility of doing so.
Deficiencies of any kind in supplies shall not entitle the customer to any rights and claims other that those expressly stipulated in Clauses 8 (guarantee, liability for defects).

8. Guarantee, liability for defects
PCM WILLEN SA guarantees a quality customary to its products for a period of 12 months from the date of delivery. For the repair, the quality customary is guarantee 3 months.
Upon written request of the customer, PCM WILLEN SA undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proved to be defective or not usable due to bad material or poor workmanship. Replaced parts shall become the property of PCM WILLEN SA.
The guarantee expires prematurely if the customer or a third party undertakes inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give PCM WILLEN SA the possibility of remediing such defect.
With respect to any defective material or execution the customer shall not be entitled to any rights and claims other than those expressly stipulated in this Clause.

9. Exclusion of further liability
Excluded from the guarantee and liability for defects of PCM WILLEN SA are all deficiencies which cannot be proved to have their origin in bad material or poor workmanship e.g. those resulting from normal wear, improper maintenance or resulting from other reasons beyond the control of PCM WILLEN SA.
All cases of breach of contract and the relevant consequences as well as all rights amd claims on the part of the customer are exhaustively covered by these general conditions of supply. In no case whatsoever shall the customer be entitled to claim damages other than compensation for costs or remedying defects in the supplies. This in particular refers, but shall not be limited, to loss of orders, loss of profit and other direct or indirect or consequential damage. This exclusion of liability, however, does not apply to unlawful intent or gross negligence on the part of PCM WILLEN SA, bus does apply to unlawful intent or gross negligence of persons employed or appointed by PCM WILLEN SA to perform any of its obligations.

10. Return of supplies
Any supplies ordered and correctly supplied shall only be returnable upon prior authorization of PCM WILLEN SA and with a reduction in price. Furthermore, the supplies must be of original value, i.e. performance and precision must be not be impaired and the surfaces not damaged.

11. Jurisdiction and applicable law
The contract shall be governed by Swiss substantive law, excluding the United Nations Convention on Contracts for international sale of goods of April 11, 1980.
The only place of venue for PCM WILLEN SA and the customer shall be Aigle/Switzerland. PCM WILLEN SA shall however have the right to sue the customer at its domicile.

PCM Willen SA
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