

General Conditions appertaining to Offers and Supplies

1 General

The general conditions appertaining to offers and supplies apply for all offers and supplies made by Högg Liftsysteme AG in so far as they are included in the offer and form part of the contract. Any variations thereto are required to be in writing.

2 Documents and Drawings

All documents and drawings submitted to the Customer remain the intellectual property of Högg Liftsysteme AG, and may neither be copied nor in any other way utilised or made accessible to a Third Party without the approval of Högg Liftsysteme AG.

3 Contract Conclusion

Högg Liftsysteme AG and the Customer conclude a contract either when an order confirmation has been drawn up by Högg Liftsysteme AG after receipt of an order from the Customer, or when a contract has been signed by both parties. The scope of the contract will be definitively specified by the order confirmation or by the written contract.

4 Delivery Period

The delivery period begins as soon as the contract is concluded and all technical points clarified. The delivery period will be suitably extended:

- a) if the Customer does not supply in good time all the data essential to fulfil the contract, or if subsequent order amendments are desired,
- b) if impeding events occur which are beyond the reasonable control of Högg Liftsysteme AG despite all due care and attention, regardless of whether they occur within Högg Liftsysteme AG, the Customer or with a Third Party. Such cases of force majeure might include epidemics, pandemics, mobilisation, war, insurrection, substantial interruptions to production, accidents, industrial disputes, delayed or faulty supplies of semi-finished and finished products, official actions or oversights, natural disasters etc.
- c) if the Customer is behind with his on-site preparations, or if he has not properly fulfilled his contractual obligations (namely his obligation to pay).

The delivery period specified in the order confirmation or the purchase contract is not binding. However, Högg Liftsysteme AG will inform the Customer as quickly as possible of any recognisable delays to supplies. The Customer has the right to specify or request from Högg Liftsysteme AG a suitable time extension, at the earliest 30 days after expiry of the delivery period, and to withdraw from the contract after its expiry without delivery having been completed. A Claim for damages can only be made if the Customer can prove Högg Liftsysteme AG to be guilty by intent or gross negligence.

In the event of a delay in supply, the Customer has only those rights specified above.

5 Price

For deliveries in Switzerland and the Principality of Liechtenstein, the agreed price is understood to be inclusive of VAT, transport, packaging and Installation.

For deliveries abroad, the agreed price is understood to be exclusive of VAT, transport, packaging and Installation costs, ex works in Lichtensteig (EXW), calculated in Swiss francs.

6 Terms of Payment

Payment of the agreed price is due in full within 30 days from the invoice date. Upon expiry of the payment period, the Customer will, without notice, be charged pro rata interest, of at least 5%, on defaulted payment for overdraft facilities with the St. Gallen Cantonal Bank.

7 Transfer of Risk and Property

For deliveries abroad (except CH and FL), property and risk in the object of supply shall in all cases pass to the Customer at the moment at which the Object of Supply leaves the works in Lichtensteig.

If the consignment is delayed for reasons beyond the control of Högg Liftsysteme AG, then the latter is entitled to store the Object of Supply at his own premises or those of a Third Party at the cost and risk of the Customer.

For deliveries in Switzerland and the Principality of Liechtenstein, property and risk in the Object of Supply pass to the Customer at the point at which installation is completed by Högg Liftsysteme AG.

8 Testing, Rejection and Acceptance

If the Object of Supply is installed by Högg Liftsysteme AG, the Customer must subject the Object of Supply to thorough testing as soon as possible after installation is completed, but at the latest within 30 days after completion of Installation. If faults are found, they must be notified immediately in writing to Högg Liftsysteme AG.

If a company other than Högg Liftsysteme AG undertakes the installation, the Customer must submit the Object of Supply to thorough testing as soon as possible after completion of the delivery, but at the latest within 30 days after the delivery. If faults are found, they must be notified immediately in writing to Högg Liftsysteme AG.

If substantial defects are found during testing, which make acceptance unreasonable, the Customer may refuse acceptance, and may specify or request from Högg Liftsysteme AG a suitable period for rectification of the defects. Upon expiry of this period, a new test will be carried out by the Customer. If substantial defects are found again, the Customer is entitled to withdraw from the contract.

If only minor defects are found during testing, the Customer must accept the Object of Supply, and specify or request from Högg Liftsysteme AG a suitable period for rectification of the defects. Upon expiry of this period, a new test is to be carried out by the Customer.

If the Customer fails to carry out the test within the prescribed period, or to give notification of defects, the Object of Supply will be considered as accepted with respect to the identifiable defects.

A claim for damages may be made by the Customer only if he can prove Högg Liftsysteme AG to be guilty by intent or gross negligence.

9 Warranty

Högg Liftsysteme AG undertakes to ensure that the Object of Supply has the guaranteed properties and is suitable for the prescribed use.

For the repair of unforeseeable installation events, such as cracked floor slabs, drilling into underfloor heating pipes, electrical or water pipes, etc. no costs will be covered if Högg has not been informed of this in writing in advance.

The warranty period (guarantee period) will run for 2 years from acceptance of the Object of Supply. Batteries are out of the guarantee.

If defects occur within the guarantee period, the Customer must notify Högg Liftsysteme AG immediately and in writing. Högg Liftsysteme AG undertakes either to repair or replace the defective parts free of charge (at its own discretion). For deliveries in Switzerland and in the Principality of Liechtenstein, defective parts will be dismantled and replacement parts re-installed free of charge by Högg Liftsysteme AG.

For deliveries abroad, installation costs and costs for transport of the parts will be borne by the Customer.

A claim for withdrawal from the contract or a price reduction is excluded. The Customer may claim for damages in so far as he can prove Högg Liftsysteme AG to be guilty by intent or gross negligence. In the event of defects in the Object of Supply, the Customer has no additional rights other than those prescribed here. Reserved are those claims which are supported by obligatory legal requirements, namely with respect to product liability.

10 Regulations at the Destination Site

If the destination site is outside Switzerland, the Customer must notify Högg Liftsysteme AG in good time, at the latest with the order, of any applicable legal requirements regarding construction, installation and operation of the Object of Supply. If he fails to do so, he must bear the consequences, namely delays in delivery and excess costs.

11 Domicile, Governing Law, Legal Venue

The domicile for the supply Obligation of Högg Liftsysteme AG is Lichtensteig.

Contracts, to which these General Conditions for Offers and Supplies apply, are subject exclusively to Swiss law.

Disputes arising from contracts, to which these General Conditions for Offers and Supplies apply, are subject exclusively to the jurisdiction of the regular courts of Lichtensteig.

