

General Sale and Delivery Conditions

1. General information

The following conditions apply for all offers and deliveries from BIBUS AG, hereinafter referred to as BIBUS. Upon placing an order, the Ordering Party accepts these Sale and Delivery Conditions. Any deviations and special agreements require the written form. Other terms and conditions, especially those of the Ordering Party, only apply if they have been recognised in writing by BIBUS. Should any provision of these Sale and Delivery Conditions prove to be fully or partly ineffective, the Contracting Parties shall replace this ineffective provision with a new provision which as far as possible corresponds with the legal and economic purpose of the original provision. This shall not affect the validity of the Contract.

2. Technical documents, expertise, confidentiality

All technical documents remain the property of BIBUS and may not be copied, reproduced or passed on to third parties without written consent. BIBUS reserves the right to make changes. Technical documents, brochures and catalogues as well as product details published online are exclusively for information purposes and are not binding without further express confirmation. Consulting provided by BIBUS employees is provided in good faith but without any warranty from BIBUS.

3. Intellectual property rights

BIBUS remains the owner of all intellectual property rights. Software is provided under licence and not sold. The licence is transferred upon delivery. This licence exclusively entitles the Ordering Party to use the software together with the products supplied. The Ordering Party shall not alter or reverse engineer the software.

4. Scope of delivery

The written or electronic order confirmation from BIBUS determines the scope of delivery. Any services not included in the order confirmation will be separately invoiced.

5. Prices

Unless otherwise agreed, the prices are quoted net, excl. VAT, ex Fehraltorf and without auxiliary costs such as packaging, freight, any other expenses and assembly. If special certificates, certificates of origin etc. are required, BIBUS reserves the right to charge for them correspondingly. Postage, freight and packaging will be invoiced at cost. Unless a special agreement has been reached, packaging is not returnable. The prices are non-binding for subsequent orders.

6. Payment conditions

Payment must be made within 30 days from the invoice date, net and without discount or other deductions, by transfer to the bank account specified by BIBUS. Should BIBUS permit payment by credit card, the 30-day payment period shall not apply. Instead, the issuer of the credit card used by the Ordering Party shall pay immediately.

Any other payment conditions must be agreed in writing. Warranty retentions are not permitted. Should delivery of the ready-to-dispatch goods be delayed for reasons for which BIBUS is not responsible, BIBUS can issue an invoice despite this.

7. Reservation of ownership

BIBUS retains ownership of the delivered goods until complete payment. Upon conclusion of the Contract, the Ordering Party authorises BIBUS to enter the reservation of ownership in the official register and to take care of all the corresponding formalities.

8. Engineering, assembly, commissioning, maintenance

The Swissmem rates that apply at the time of processing are invoiced.

9. Shipping

The delivery is considered executed upon transfer of the goods to the shipping station or the transport company. Transport is at the risk of the recipient – even if carriage-paid delivery has been agreed.

10. Call orders

After expiry of the agreed delivery periods, BIBUS is entitled to deliver and invoice the goods. If no special agreements have been made, goods from call orders must be accepted within one year after ordering.

11. Warranty terms

Any warranty claims can only be enforced if the assembly and operating instructions have been observed. The warranty period for single-shift normal operations is 12 months from the delivery date. The warranty period for repair and replacement units is 6 months.

For products from manufacturers which BIBUS does not represent in Switzerland, the liabilities entered into by the subcontractors vis-a-vis BIBUS apply. Should shipping be delayed for reasons for which BIBUS is not responsible, the warranty period shall end at the latest 18 months after notification of readiness for shipping. At its own discretion, BIBUS shall meet its obligations in the case of defects of the delivered goods as follows:

1. By rework of the defective goods
2. By replacement of the defective goods with goods in the originally agreed form and version.

Any further liability – on whatever legal grounds – in particular for direct and indirect damage as well as for expenses and assembly costs is excluded to the extent permitted by law.

BIBUS shall, as quickly as possible and at its own discretion, repair or replace all parts which during the aforementioned warranty period become defective or unusable due to substandard material, defective design or poor execution, provided evidence is produced of this. The Ordering Party shall bear the costs for forward or return transport. BIBUS is entitled to the return of the replaced parts. Natural wear of parts is excluded from the warranty. The same applies to damage due to insufficient maintenance, failure to observe operating instructions, unsuitable operating materials, incorrect assembly and force majeure. The warranty is forfeit if the Ordering Party itself or a third party it engages alters or repairs the goods without the consent of BIBUS. The Ordering Party must submit warranty claims in writing within the warranty period. At all events, warranty services are only due if the Ordering Party itself has fulfilled its contractual obligations – in particular regarding payment in accordance with the Contract.

12. Claims for defects

Defects must immediately be reported in writing.

13. Delivery periods

The agreed delivery date is based on the conditions at the time of the order. All compensation claims for direct or indirect damage resulting from delayed delivery are expressly excluded. Also excluded is the right of the Ordering Party to withdraw from the Contract if the delivery period is exceeded – even if a specific date was agreed – without granting a reasonable extension period.

14. Exchange

Exchange and return deliveries are only accepted after prior agreement. All costs resulting from them are borne by the Ordering Party.

15. Place of performance

The place of performance for delivery and payment is the company seat in Fehraltorf.

16. Applicable law and place of jurisdiction

All contracts as well as all business transactions they cover are subject to substantive Swiss law. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded. The responsible courts are the ordinary courts at the seat of the company, currently Fehraltorf in the canton of Zurich.