

AL General Terms of Business (GTB)

ISO2015, 820

1) General

Unless otherwise agreed, these general terms of business apply for all contractually agreed services and deliveries from **AirWork & Heliseilerei GmbH** (hereinafter referred to as A&H).

All agreements and legally binding statements by the contract parties are only valid if made in writing.

2) Contract award

The receipt of a binding contract requires an order confirmation from A&H. If the order confirmation and order do not correspond in terms of their content, the customer must inform us in writing within 2 days, otherwise the order confirmation is considered to be accepted.

Orders made without prior price request are considered valid and will be processed.

Quotations and orders via the internet are subject to special terms and conditions (see web link "liability").

3) Publication of information

The contents of the website <http://www.air-work.swiss>, as well as the contents of brochures, price lists, catalogues and technical documentation, are for information only and intended exclusively for commercial clients. Such contents are non-binding, in principle, unless expressly guaranteed.

Each contract party retains all rights to plans and technical documentation that they have provided to the other party. The contract party in receipt of such documents recognizes these rights and without the advance written authorization of the other contract party will not make the documents available, either partly or in full, to any third party or use them for any purpose other than that for which they were provided.

A&H retains the right to modify its products to improve their quality at any time and without advance notice, provided that the prices of the products in question remain unvaried.

4) Prices

All prices are expressed in net terms, excluding charges (VAT, customs duty, etc.), ex A&H premises/factory in CH-6405 Immensee or its subcontractors (suppliers), without packing and without any deductions of any kind.

Quotations in foreign currency (EUR, GBP, etc.) are executed at the rate of exchange in force on the day that the quotation is made.

Quotation validity periods may vary but never exceed a maximum of 3 months.

5) .a) Terms of payment (Switzerland)

Unless other terms of payment are agreed, payment will become due within 30 days of the invoice date without any deduction by A&H.

Under certain circumstances (special design, advance payment to suppliers), and in the case of amounts of CHF 10'000.00 or more, A&H may request an initial payment of at most 50% of the bid sum.

Payment dates are to be observed even if transport, delivery, assembly, commissioning or reception of the items supplied has been delayed or prevented for reasons beyond the control of A&H.

5) .b) Terms of payment (other countries)

Unless other terms of payment are agreed, payment to A&H will become due in advance without any deduction.

6) Reservation of title

The items supplied remain the property of A&H until full payment of all current. A&H retains the right (and this is recognized by the customer) to post the entry in the register for reservations of title.

The customer may only sell, mortgage or finish/process the items supplied when he has completely fulfilled his payment obligations.

7) Delivery dates

Almost all the products promoted or supplied by A&H are constructed individually, specially designed or in small series. Hence, delivery times may vary considerably due to the clients' specifications or the time necessary for the technical execution. Whenever possible, A&H will notify the customer of the delivery time, but no warranty is given for its compliance.

8) Dispatch and risk liability

Every shipment is delivered to the customer with a dispatch note containing details of the relevant order number. Special requests with regard to dispatch, transport and insurance must be communicated to A&H in good time.

Modes of dispatch:

– EXW (ex works) in accordance with the Incoterms 2020: the seller makes the goods available at a named place (factory). Transport is at the customer's expense. When the items are prepared for dispatch the risk is transferred to the customer.

– DAP (delivered at place) in accordance with the Incoterms 2020: The seller delivers the goods at a named place of destination and pays in advance for the carriage. Subsequently the customer will be invoiced for the transport costs.

9) Place of performance

Unless special agreements have been made, the place of performance is the A&H premises.

10) Acceptance

The customer must immediately conduct an acceptance control of all items delivered. Any shortfalls must be notified in writing without delay, and within seven days, otherwise they are considered to have been accepted.

11) Warranty

A&H warrants that the items supplied have the properties specified and have no physical or legal defects or defects that limit their intended function. The term of the warranty is 24 months from the date of the transfer of risk.

Excluded from the warranty are defects caused by wear and tear, inadequate maintenance, overloading or any other causes that are beyond the control of A&H.

12) Rights

A&H retains all rights in respect of developments, inventions, production procedures and any intellectual property rights relating to the subject of the contract.

13) Rights of authorities

Regulatory bodies (such as SUVA, FOCA, seco) must be granted free access for audit purposes but auditing must be performed only on those processes and products which are pertinent to the business connection with A&H.

14) Export clearances

If fulfilment of the contractual obligations requires official authorisations or regulatory clearances (especially an export clearance), A&H will carry out all necessary and reasonable procedures for their attainment. If required, the client's collaboration in these procedures is compulsory. If official authorisation is not obtained or is first granted and subsequently revoked, the client cannot assert any claims against A&H.

15) Governing law and place of jurisdiction

Performance of the contract is exclusively subject to these Terms of Business and the regulations of the Swiss Code of Obligations. Any disputes arising from this contract or connected with it are subject to the ordinary courts competent for the A&H seat.