

1. Offers

1.1. We are only committed to offers up to the end of the acceptance period.

2. Conclusion of the contract

2.1. The contract is deemed to be concluded if, following the receipt of an order, we have confirmed your acceptance in writing. Verbal agreements are only valid where they have been confirmed in writing.

3. Scope and performance of the supply

3.1. Our order confirmation is the warranty for the scope and performance of the supply. Materials or services that are not given therein shall be invoiced separately.

4. Technical documentation

4.1. Technical documentation, such as drawings, descriptions, images and the like, as well as weight information, are, unless expressly marked as binding, only approximate; we reserve the right to make any changes that appear necessary.

4.2. Technical documentation is to be treated as confidential by the customer. They remain our intellectual property and may neither be copied, nor brought to the attention of third parties, nor used for the manufacture of plant or components. They may be used for servicing and operation.

4.3. All offer-related documentation that does not lead to an order is to be returned to us on request.

5. Regulations in force at the destination

5.1. The customer should make us aware of the statutory and regulatory regulations as well as any other regulations that must be observed during the fulfillment of the contract.

6. Price

6.1. Our prices are quoted net, ex-factory, without packaging, in Swiss Francs or Euros, without any discounts. All additional costs, such as costs for packaging, freight, insurance, import and export authorizations, as well as any other approvals and certifications are charged to the customer. Similarly, the customer must bear the cost of any taxes, duties, charges and customs duty. Where costs for packaging, freight, insurance and other additional costs are included in our prices, or specified separately in the offer or order confirmation, should the rates change, we reserve the right to adjust our estimates accordingly.

6.2. Price adjustments after conclusion of the contract shall be made where

- Sliding-scale prices are agreed
- The delivery period is subsequently extended for one of the reasons given in point 9.2

- The scope of the agreed deliveries and/or services has changed or
- The material or the version has been changed, due to the customer supplied documentation not corresponding to the actual circumstances or being incomplete.

7. Payment conditions

7.1. Payments are to be made to us by the customer in accordance with the conditions set out in the order confirmation without any deductions such as discounts, expenses, taxes or charges. Payment obligations are fulfilled when Swiss Francs or Euros are available to us without restriction. If part deliveries are invoiced, payment must be made in accordance with the agreed payment conditions for each individual delivery.

7.2. Payment dates are to be adhered to even if transport, handover, assembly, commissioning or acceptance of the delivery is delayed or prevented due to circumstances for which we are not responsible. The reduction or withholding of payments by the customer due to complaints, claims or counter-claims not acknowledged by us is not admissible. Payments are also to be made if non-critical parts are missing but it is still possible to use the delivery, or if reworking of the delivery proves to be necessary.

7.3. Should the customer not adhere to the agreed payment periods, he shall be required to pay late interest without warning from the payment due date at a rate of 1% above the standard bank current account interest rate. Payment of interest on late payments does not remove the obligation to make payments in accordance with the contract.

7.4. Non adherence to the payment conditions gives us the right to take recourse to legal action should the customer delay payment.
(OR Article 107 et seq.)

8. Retention of title

8.1. The items supplied remain our property until the agreed price, along with all additional costs and interest have been paid and/or any bill has been honored. Up to this time they may neither be pawned or sold, nor hired out without our consent. We are entitled to enter the retention of title in the retention of title register at the customer's domicile. Should the customer intend to install the items delivered subject to retention of title into buildings that belong to a third party, he must inform us in advance. He must also inform the third party at whose premises he has installed the items delivered of the retention of title that exists in our favor by registered letter. In addition, the customer is obliged to inform us immediately if:

- he changes his domicile or head office
- third parties make any claim against items supplied that are subject to retention of title.

8. Delivery period

9.1. The delivery period begins as soon as the contract is concluded, all official formalities, such as import and payment approval have been sought, payments to be made at the time of ordering and any deposits settled and any essential technical matters have been cleared up. It is deemed to have been adhered to if at its conclusion the delivery at the plant has been completed.

9.2. The delivery period may be reasonably extended if:

- if the information required by us to carry out the order is not made available in sufficient time or if the customer subsequently makes changes that cause a delay in the delivery;
- if obstacles arise that despite the application of due care cannot be resolved;
- if there is a delay in the work to be carried out by the customer or there is a delay in his fulfillment of his contractual obligations, in particular if the payment conditions are not adhered to.

9.3. A penalty clause for delayed delivery requires a special written agreement.

9.4. Where there is a delay in delivery the customer does not have the right either to compensation or to withdraw from the contract.

10. Testing and approval of the delivery

10.1. Testing of the delivery prior to shipping is carried out within the framework of our related testing conditions at our expense. Further trials should be the subject of special agreement at the conclusion of the contract and shall be at the customer's expense.

10.2. The customer must check the delivery within 14 days and immediately inform us in writing of any deficiencies for which we are contractually responsible. Should he decline to do this, the delivery shall be deemed to have been accepted.

10.3. Approval testing shall only be carried out where this has been agreed in writing with the customer. It should be carried out - circumstances permitting - in our workshops. If, due to circumstances for which we are not responsible, it is not carried out within the specified period, then it shall be considered that the properties to be established by this testing exist.

10.4. Should any contractual non-compliance be identified as a result of the above testing, then the customer must allow us the opportunity to rectify the deficiency immediately.

10.5. Any further claim by the customer for deficiencies in the delivery, in particular for replacement of direct and/or indirect damages, and withdrawal from the contract are excluded.

11. Packaging

11.1. Packaging shall be invoiced separately by us and is not returnable. If, however, it is specially marked as our property then it must be returned, carriage paid, to us.

12. Transfer of use and risk

12.1. Use and risk are transferred to the customer at the latest when the delivery leaves the factory, even if the delivery is made carriage paid, CIF, FOB (Incoterms 2000) under similar clauses, or inclusive of installation, or if the transport is organized and managed by us. If shipping is delayed or made impossible for reasons for which we are not responsible, then the delivery shall be stored at the expense and risk of the customer.

13. Transport and insurance

13.1. Particular requirements for shipping and insurance are to be made known suitably in advance. Transport shall be carried out at the expense and risk of the customer. Complaints in relation to transport are to be made by the customer immediately to the last carrier on receipt of the delivery or freight documentation.

13.2. Insurance against any sort of damage is the responsibility of the customer. Even if it is to be provided us, it shall be arranged on behalf of, and at the expense and risk of the customer. We reserve the right to request arrangement of concessionary insurance to our benefit.

14. Installation

14.1. If we are also to undertake the installation, then our General Installation Conditions apply.

15. Guarantee

15.1. During the guarantee period as per Article 15.4, we undertake upon written request from the customer to repair or replace as we deem fit any part of our delivery that can be shown to be defective or unusable due to poor materials, faulty manufacture or defective design as quickly as possible at the seller's domicile. Replaced parts shall become our property.

15.2. We shall bear only those costs arising from the repair or replacement of defective parts that takes place in our workshops. Should the repair or replacement of the parts take place elsewhere, any additional costs are to be born by the customer.

15.3. Further rights of the customer in respect of deficient delivery, in particular to any form of compensation (also including consequential damages) and withdrawal from the contract are excluded.

15.4. The guarantee period is 12 months. It begins when the item is ready for shipping or completion of installation. Where we have under taken this, the guarantee period ends at the latest 18 months after the item is ready for shipping.

15.5. For parts that have been replaced, the guarantee period begins anew: it ends at the latest 24 months after the beginning of the guarantee period for the main delivery, unless its shipping, installation or commissioning is delayed for reasons for which we are not responsible, in which case it ends at the latest 30 months after the main delivery is ready for shipping.

15.6. Excluded from the guarantee are damage arising from fair wear and tear, from defective maintenance, from failure to follow operating instructions, from improper operation and from any other causes for which we are not responsible.

15.7. The guarantee lapses if the customer or a third party undertakes modifications or repair to the delivery without written consent, or if the customer fails to take immediate action to prevent further damage and allow us to rectify the damage.

15.8. If the customer raises no written claims under the guarantee up to the end of the guarantee period, then our responsibilities thereunder lapse.

15.9. For deliveries by external companies, we accept the risk only within the framework of the guarantee obligation of the sub-supplier.

16. Occupational safety

16.1. The customer shall inform Atlas Copco before any work begins (e.g. commissioning, servicing), in case any particular occupational safety advice might be required.

17. Liability

17.1. We undertake to carry out the delivery in accordance with the contract and to fulfill our guarantee obligations. No other liability towards the customer for any other damages is accepted.

18. Place of fulfillment and jurisdiction

18.1. The Parties agree that the place of both fulfillment and exclusive jurisdiction shall be 2557 Studen (Canton of Bern).

19. Applicable law

19.1. The contract concluded is subject to Swiss law.

20. Validity

20.1. All the clauses of these General Conditions of Supply are valid unless governed by other mutual written agreements. Particular conditions of the customer that run contrary to these General Conditions of Supply are only valid where we have declared our approval in writing.