



## Sales Terms and Delivery Conditions

Our deliveries will be carried out solely under the following conditions, whose content will be considered valid upon completion of a placed order, more specifically, upon the acceptance of our bid, sales confirmation and invoice. Additional agreements must be in written form. Paragraph 10 is valid also in the case of an incomplete contract conclusion.

### **1. Prices**

Quoted prices will be adhered to if there is no deviation in amounts or timeframes from the goods and services offered in our bid. In the case of a substantial change in the terms of the original quoted goods or services that effect the price calculations of the order, we have the right to adjust our sales prices to the new conditions. This is also the case for previously ordered but not yet completed orders. Our quotes are subject to confirmation; they are binding only upon acceptance. Unless otherwise specified, the prices are quoted ex works and not including value added tax (VAT). For orders not based on listed or quoted prices, the buyer will be charged according to the specific solution required.

### **2. Shipping, Postage, Packaging**

Unless other agreements have been made, deliveries commence uninsured from our domicile, with the freight charges listed openly in the invoice. Shipping will occur according to the specifications of the buyer. If no specifications are listed, we will select the least expensive and fastest way. Packaging is included in our prices. All auxiliary costs for import, export, permits, certificates, taxes, fees, and customs charges are the responsibility of the buyer.

### **3. Use and Risks**

Use and risk of the goods shall pass to the customer when the goods are taken to shipment or picked up. Shipments with transport damage should be accepted and the damages reported immediately in writing to the responsible shipping company.

### **4. Specially Designed Products and Services**

Unless otherwise specified, all plans, designs, construction and project documents, moulds, tools, software, and so forth remain in our possession. The buyer agrees to act promptly and take responsibility for all costs and risks incurred by preparatory acts such as the creation of contractual and functional specification documents, the compilation of specification sheets, and installations, etc.

### **5. Scope of the Obligation to Deliver**

The expected delivery date is non-binding; however, we will do everything possible to uphold the projected date. Delays that occur due to breaches of delivery dates by subcontractors, or due to force majeure such as complete or partial discontinuation of suppliers, mobilization, war, strikes, fire, inception of import bans, or shortages or rationing of raw materials do not entitle the buyer to withdraw from the contract or set additional demands.

### **6. Payment**

The net payment listed on the invoice is to be paid within 30 days unless otherwise specified. After a period of 30 days, we are entitled to give the buyer formal notice of default and set a payment deadline, after which default interest of 8% and fees will be charged. The right to offset with existing or asserted claims of the buyer is explicitly waived. Furthermore, payment obligations will not be influenced by the assertion of deficiency claims.

### **7. Retention of Title**

The delivered goods remain our property until the agreed payment has been received in full.



## 8. Guarantee

Unless obvious deficits are declared in writing within 8 days of the arrival of the goods, the delivery will be considered unconditionally accepted. In the case of hidden deficiencies, a notification of defects should be filed immediately. Unless otherwise specified, our products are under guarantee for two years beginning with the date of invoice. We will repair or supply replacement parts, as we see fit, for any manufacturing, processing, or material defects. The buyer is not entitled to compensation for damages, exchange of purchase, or a reduction in purchasing price. The life expectancy of our products is determined by the individual use of the buyer. Wear and tear through use is therefore excluded from our guarantee. Unless otherwise specified, software and other services should be tested, accepted, and confirmed in writing or electronically within 20 work days. Malfunctions in software should be declared in writing within this timeframe and, under consideration for the urgency of the buyer's situation, will be corrected as quickly as possible. Under no circumstances may the buyer claim compensation for direct or indirect consequential costs resulting from the use of our products or services. In general, our warranty terms will be applied. These can be sent to you upon request or viewed on our Homepage [www.gorba.com](http://www.gorba.com).

## 9. Copyrights, Patent and Trademark Rights

Patent and trademark rights as well as knowhow and practical experiential knowledge as documented in plans, diagrams, models, moulds, tools, software, etc. remain our property. It is forbidden to reproduce documents for ulterior purposes or for third parties without explicit permission. Software, in particular, is only intended solely for use of the buyer and may only be copied for security purposes.

## 10. Place of Jurisdiction and Applicable Law

Swiss law, specifically the Swiss Code of Obligations, is solely valid for all contracts with Gorba AG, CH-Oberbüren. Jurisdiction for the resolution of any disputes is Oberbüren (Kanton St.Gallen/Switzerland).

German, respectively EU, law governs all contracts signed with Gorba GmbH, D-Hannover. Jurisdiction for the resolution of any disputes for those contracts is Hanover (Germany).

GORBA AG / Gorba GmbH  
Oberbüren / Hannover  
Switzerland / Germany

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