

General terms and conditions of sale

The contract becomes binding after our written confirmation of the order.

Prices

Prices are ex works Ebmatingen, Switzerland, not insured, packing and carriage extra, excl. VAT, payable net (without discount, deduction etc.) in the currency mentioned on the order confirmation, the invoice, or the quotation. Our quoted prices are calculated based on wages and material costs valid at the quotation date and are firm for 90 days. Afterwards they may be unilaterally adjusted according to new conditions.

Fulfilment

If the object of delivery cannot be delivered to the client, due to reasons for which the seller is not responsible, then delivery is carried out upon notification of readiness for shipment to be effective. The agreed payments are due. The costs for stocking, safekeeping, insurance and similar are to be borne by the customer.

Payments

Unless special terms have previously been established, all invoices are payable in full within 30 days from the date of invoice. Claims or disputes of any kind are not to be deducted from the invoice total.

Dates of delivery

These will be maintained as closely as possible, but may be extended according to unforeseen circumstances, and are in no case to be understood as a binding contract; claims for damages because of late delivery are excluded.

Retention of title

The seller retains title to the delivered goods until receipt of all claims. The customer may not pledge or assign as security the delivery item. All costs of repossession must be borne by the customer.

Guarantee / Repair

24 months from the time of delivery, material and workmanship provided by SITEC are guaranteed, assuming proper and careful use by the purchaser. Substantiated claims (notice of defects) must be made known immediately to SITEC in writing. Excluded are effects from normal wear and tear, corrosion, erosion etc.

The guarantee and repair on the part of SITEC is limited to repair or replacement of the defective parts at the plant of Ebmatingen. Potential additional liability exists only in the case of gross negligence on the part of SITEC or its employees, whereby compensation for indirect or consequential damages is excluded.

For material and accessories sold by SITEC, but manufactured by others, SITEC provides the same guarantee to its customers, as is offered to SITEC by the original manufacturer.

Compliance

The customer may not resell SITEC products directly or indirectly to sanctioned countries or for use in sanctioned countries.

In the event of a breach of this, SITEC shall be entitled to terminate the contract immediately. The customer is obliged to inform SITEC immediately of any relevant activities by itself or third parties that could frustrate the purpose of this provision.

Liability

Please note that our liability is limited to defects of the items supplied by us. Under no circumstance shall we be liable for consequential or indirect damages such as but not limited to loss of production, profit losses, etc.

Benefit and risk

Pass on to the purchaser unconditionally ex works Ebmatingen.

Applicable Law and Jurisdiction

Our contracts are exclusively subject to Swiss law. Any possible disputes that arise will be decided by the regular Courts at the domicile of SITEC. Court of the first instance is the commercial Court of the Canton Zurich in Zurich.

The delivered equipment is not intended to be exported to the United States of America. In case of violation SITEC-Sieber Engineering AG will reject all liabilities.

CH-8124 Maur/Zürich, June, 25th 2024 / MS

