



General terms of delivery

1. Validity:

The following general terms of delivery (GTD) are valid for all sales and shipments of the Cashline GmbH. Deviating arrangements can be accepted, provided that they are fixed in a written confirmation by both partners. The alteration of single clauses of the GTD will not entail the invalidity of the remaining ones. The client accepts these GTD as an integral part by signing the sales contract.

2. Acceptance and scope of the order:

All incoming orders will be considered as accepted only when confirmed by writing. The confirmation should be verified by the client immediately after receipt. In lack of any corrective answer by return, the order will be executed following the specifications of the confirmation of order. All supplements of labour and material will be charged separately.

3. Price fluctuations:

Our pricing is based on the price-determinants at the day of issue of our confirmation of order. The prices are subject to change in case of rise in prices of the material, or wage increase or other markings such as monetary fluctuations during the intervening period between the dates of the confirmation of order and of the delivery.

4. Terms of payment:

The terms are net cash within 10 days from date of invoice, or following the specifications in the offers of Cashline GmbH. Please take note of special terms for new customers or such who didn't respect our terms on the occasion of former transactions. We prefer to arrange C.O.D. delivery in such exceptional cases. The customer renounces to any offsets of counterclaims against our outstanding debts. A detention in order to secure the effectiveness of the guarantee engagement is not allowed. The terms must be respected even in case of reclamations, or if delivery or fetching are delayed or impossible for reasons beyond our responsibility.

5. Terms of delivery:

The scheduled delivery time is fixed to the best of our judgment with respect to the actual situation. The term of delivery is suspended if incidents such as by force majeure or delays in the supply of fabricating parts by subcontractors will take place. The term of delivery is esteemed to be observed if the consignment is ready for delivery or fetching in time. The customer is not allowed to withdraw from the confirmed order or to set up any compensation in case of delay.

6. Packing, dispatch and insurance:

Any dispatch will be executed for the account and risk of the customer, even if a transport insurance for his account and going under his name should be arranged by us. It is up to the customer to make for his own account a complaint about loss or damage during the transport against the carrier or perhaps the insurance company. Cashline GmbH refuses any responsibility concerning dispatch and transport. The consignment will be stored for the account and risk of the customer if dispatch or fetching are impossible, for reasons beyond our responsibility. The consignment will be packed as complete as necessary. The packing material will be charged at the cost price. It is not possible to take back the packing material.

7. Proprietary rights:

All delivered material and apparatus remains in our property up to the day of complete payment of the invoiced price. Cashline GmbH is authorized to arrange for the official registration of the reserved property rights.

8. Reclamations:

The customer should inspect carefully the consignment immediately after receipt, as any imperfection should be confirmed by writing within the 10 days limit (item 5/3). Otherwise the consignment passes for accepted.

9. Warranty:

Our warranty, running from the date of delivery for 24 month, covers any duly proved imperfection of material, construction or execution. We decide after receipt of a written information whether the defective parts will be replaced without charge if they are repairable at the customers domicile. All replaced defective parts remain in our property. A pay back of the purchase price can only be considered as a suitable solution if neither a reparation or a replacement are practicable. Transportation charges are to be paid by the customer. The customer or another person are only allowed to take care of reparations when authorized before by a written confirmation of Cashline GmbH. In such cases, only the spare parts are delivered without charge, whereas the customer will take care of all other expenses so as manpower or tools. Any further claims for damages or withdrawal from contract are excluded. Defects due to wear, inadequate maintenance, disregard of operating instructions, excessive operation, incorrect manipulation, insufficient working conditions, chemical, electrolytic or climatic effects, repair experiments by customers or unauthorized persons and to other reasons beyond our responsibility, are not covered by our warranty.

10. Liability:

Our liability is limited to the warranty undertaking as to item 9. Any further liability in favour of customers or other persons for any damages what ever is excluded.

11. Place of performance and legal domicile:

The place of performance for delivery and payment is the domicile of Cashline GmbH. The competent court of law is Zofingen, Switzerland.