

General Terms of Sale and Delivery

1. Conclusion of contract

The contract for delivery is deemed to be concluded when Sentinus AG effects delivery or declares acceptance by dispatch of the order confirmation. Effecting delivery by Sentinus AG does not represent acceptance of any differing conditions of the customer. Sentinus AG considers acceptance of the items ordered by the customer as subsequent acceptance of the terms of sale and delivery specified here, including where the customer shall have previously expressly rejected these or referred to other conditions in his order.

2. Quotations

Quotations given by Sentinus AG are binding for thirty days from the date of issue, unless another period shall have been expressly stated in the quotation.

3. Prices

Prices are purely net ex works if not otherwise noted (ex works (EXW) according to Incoterms® 2020), without packaging and purchase taxes. The latter are to be borne by the customer. Any customs duties, taxes, levies of any kind which are charged in connection with the delivery transaction outside the country of the seller shall be borne by the customer or be reimbursed to Sentinus AG against production of appropriate evidence, if it shall have been made liable to pay for this. The customer shall accept all bank charges which arise in connection with letters of credit, bank guarantees, collections, redemption of documents, any stamp duties on bills of exchange etc. unless otherwise agreed and correspondingly specified in the order confirmation, Sentinus AG reserves the right to charge a processing fee for invoice values below CHF 200.00.

4. Delivery period

The period for delivery starts on dispatch of the written confirmation of the seller in accordance with section 1, but not before clarification of all technical details. A delivery period or a delivery date is only binding when the customer fulfils his duties in good time, such as, for example, payment of a deposit, opening of letters of credit necessary and evidence of availability of all official permits. Sentinus AG shall be granted an extension of the delivery period reasonable for the circumstances, if the consignment is delayed by circumstances beyond Sentinus AG control. The customer shall have no automatic right of cancellation in this event. Sentinus AG shall not be liable for delays or impossibility of delivery due to force majeure or other circumstances for which Sentinus AG is not responsible. If the delivery or the performance of services is delayed due to circumstances for which the customer is responsible, Sentinus AG shall be entitled to invoice the resulting additional expenses in accordance with the applicable price lists. Sentinus AG may suspend its duties until receipt of an outstanding payment and demand return of parts already delivered if the customer shall be in arrears with his payments.

5. Passing of risk, transport, packaging, insurance

Use of and risk in the products pass to the customer on their being made available for dispatch. Sentinus AG shall choose the method of transport which ensures observance of the delivery periods and proper transportation of the goods, in as far as the customer does not specify any method of transport in his order. Insurance during carriage is the concern of the customer. The customer shall pay the costs thereby associated irrespective of whether Sentinus AG shall attend to transport and insurance.

6. Order cancellation

If the customer cancels a delivery order with the consent of Sentinus AG, Sentinus AG may demand 15% of the order value as compensation from the customer without further proof. This provision shall not affect any further claims of Sentinus AG for compensation for damages resulting from the cancellation.

7. Payment

Payment is due on the goods being made available for dispatch unless there is agreement to the contrary. Payments in advance made by the customer will be set against the contract price. The customer shall nevertheless make the payments dependent upon the time of delivery, if he shall not accept the delivery at the time contractually agreed. Usual default interest shall be charged for outstanding payments. The customer may neither make retention nor a set-off for outstanding accounts of Sentinus AG, regarding any counterclaims. Sentinus AG retains ownership of all delivered products until all claims have been settled in full.

8. Cooperation of the customer

The customer shall grant Sentinus AG at least free access to the designated systems and unhindered access to the associated diagnostic and application programs, documentation, etc. on the agreed service or installation date. If required, Sentinus AG shall install software for the operation of remote access via the Internet (e.g. TeamViewer) on the delivered systems at its own discretion. The customer shall create the technical and organizational conditions within his company for the operation of this remote access and maintain them during commissioning, diagnosis and maintenance periods.

9. Warranty

Sentinus AG gives a warranty to the for quality and suitability of its products within the scope of its technical specifications. A warranty is only given according to prior agreement for parts which are used as safety parts within the meaning of the EU Machinery Directive. The guarantee of Sentinus AG is limited to replacement or repair of defective parts and causes which occurred before the passing of risk. Liability for further direct and indirect losses are excluded to the extent permissible at law, more particularly, no compensation shall be owed for any incidental loss, loss of production etc. The customer shall grant Sentinus AG the time and opportunity required to remedy any defects at its reasonable discretion. During the period of rectification of defects, the obligations to cooperate pursuant to section 8 shall apply. If the customer refuses to do so, Sentinus AG shall be released from its warranty obligations.

The guarantee lapses in any event if the customer does not use original Sentinus AG replacement parts. The guarantee is not valid in any instance where the goods have been tampered with. The customer is under a duty to examine the consignment for completeness and transport damage immediately on receipt. Any complaints in connection with the product shall be made in writing without delay, and evidence of such incidence must be produced. Complaints may be made about product defects during the complete period of guarantee at any time before and/or after processing and/or re-sale, but they are to be notified in writing enclosing the defective part without delay after emergence. The customer may only invoke these guaranteed conditions if he proves that the defects emerged despite proper assembly and use. The guaranty period is 24 months from dispatch from Sentinus AG. The period of guarantee for replacement parts or repairs delivered under guarantee ends with the period for the products originally supplied. Sentinus AG reserves the right to charge the processing costs for sales returns and performance tests without claim to guarantee.

10. Software

Rights of use to software provided are bound to the hardware supplied or provided by the customer, are non-exclusive and non-transferable. Sentinus AG is entitled to provide delivered software with copy protection. The customer shall not be entitled to demand the release of the source code. Any reverse engineering of software as well as its modification or removal from the product shall remain prohibited.

11. Safety warning notices

The customer undertakes to use the items delivered within the scope of the limitations stated in the operating instructions only and instruct his purchasers and employees and contractors properly in the use and operation of the items delivered. The customer undertakes to supply information to Sentinus AG on request concerning his operating experience with the items delivered. Sentinus AG is prepared at any time to replace without charge safety warning notices on the items delivered which are missing or have become unidentifiable for the customer. The customer shall bear the cost of affixing them. Sentinus AG shall remain free to decide the nature of the layout of safety warning notices, for a replacement. Sentinus AG supplies Declarations of Conformity at its own expense and only in as far as their originals are still required to be kept in safe custody by Sentinus AG.

12. Restriction on application and re-sale

The customer undertakes not to use the products purchased for the manufacture or use of nuclear, biological or chemical weapons or carrier systems and not to transfer them to countries, companies and persons on embargo and boycott lists. Products and technical know-how supplied by Sentinus AG are intended for use and to remain in the country of delivery agreed with the customer. The re-export of contractual products, individually or in system-integrated form, is subject to authorization by the customer. Any onward delivery of contract products by customers to third parties, with or without the knowledge of Sentinus AG, requires the simultaneous transfer of the export license conditions. The customer is liable to Sentinus AG for proper compliance with these conditions.

13. Infringement of intellectual property rights

In as far as claims are made arising from industrial property rights or copyright in products used according to contract and supplied by Sentinus AG, Sentinus AG shall examine such claims and where appropriate at its own discretion and at its expense, either secure a license for the product, modify the product so that the protective right or copyright is not infringed, or replace the product. Sentinus AG shall take the product back and refund the purchase price if replacement is not possible on reasonable conditions. All further claims against Sentinus AG are excluded. Section 14 (Other liability) remains however equally unaffected as the right of the customer to cancel the contract.

14. Other liability

Claims for damages by the customer on whatever legal grounds, more particularly for actual breach of contract, for breach of duties during contract negotiations and tort, are excluded. All cases of breach of contract and their legal consequences, as well as all claims by the customer on whatever legal grounds they may be made, are conclusively provided for in these conditions. More particularly, all claims not expressly specified are excluded from compensation, price abatement, annulment of contract or cancellation of contract. Liability for consequential damage is excluded to the extent that this is not precluded by overriding statutory product liability provisions.

15. Import sales tax

If the customer is domiciled outside Switzerland, he is obliged to comply with the import VAT regulations of the importing country. This includes in particular the unsolicited disclosure of the VAT identification number to Sentinus AG. Upon request, the customer is obliged to provide Sentinus AG with the necessary information regarding its status as an entrepreneur, regarding the use and transportation of the delivered products and regarding the statistical reporting obligation. If Sentinus AG incurs additional expenses because of inadequate or incorrect information provided by the Customer regarding import VAT, the Customer shall reimburse Sentinus AG for these expenses. Any liability of Sentinus AG arising from the consequences of the Customer's information on import VAT or the relevant data is excluded, unless Sentinus AG has acted with intent or gross negligence.

16. Data protection

By placing an order, the customer agrees that Sentinus AG records and utilizes all of the customer's data in a data processing system but does not make it accessible to third parties.

17. Assignment/Renouncement

Sentinus AG may have the obligations existing with the customer fulfilled by third parties. This transfer shall not release Sentinus AG from its obligations. The customer may not assign or otherwise transfer the contract or any rights existing thereunder to third parties without prior written consent.

18. Compensation for breach of contract

Sentinus AG draws attention to the fact that the customer is liable for all damages incurred by Sentinus AG as a result of breaches of these General Terms and Conditions.

19. Severability clause

Should any of these provisions be invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by valid provisions which come closest to the intention of the author of the invalid provision.

20. Place of jurisdiction and applicable law

The law of Switzerland shall apply, and the place of jurisdiction is Zug.

These General Terms of Sale and Delivery are available in German and English. The German version applies in the event of any doubt.

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