

# GENERAL TERMS AND CONDITIONS OF SERVICE – AVESCO AG

(Version 07/2024)



## 1 General

1.1 The General Terms and Conditions of Service apply to all repair and maintenance services and deliveries of spare parts of all types (hereinafter referred to as "services") ordered from Avesco AG, Hasenmattstrasse 2, CH-4900 Langenthal (hereinafter referred to as "Avesco"). Separate General Terms and Conditions for Machines and Equipment apply to the delivery of machines and equipment.

1.2 General purchase conditions of customers do not apply unless explicitly listed as priority in the order.

## 2 Services

2.1 Avesco undertakes to ensure that all services are provided by qualified experts with the required care and in compliance with the statutory provisions that apply when the contract begins. Avesco is authorized to involve third parties in the performance of the contract.

2.2 The customer undertakes to ensure that the machine to be serviced or repaired is made available at their own cost at a safe and suitable location together with the required load-lifting gear for the period required to fulfill the order.

2.3 Normal business hours run from Monday to Friday from 7.00 am to 5.00 pm, excluding statutory public holidays. Two (2) people must always be present when work has to be done outside of normal business hours or in a hazardous environment.

2.4 The place where the technician is stationed serves as the point of departure and the return destination for calculating the call-out fee. The costs of the outbound trip when installation work starts and the return trip when the work is finished are charged to the customer. Service technicians have the right to go home every weekend. The time for traveling to and returning from home on weekends and public holidays is charged to the customer.

2.5 If the technician is prevented from doing their work or has to stay behind after completing their work for reasons for which Avesco is not responsible, the time spent waiting is charged as working time.

2.6 Time spent diagnosing the problem is also considered to be working time if a service cannot be performed because an error message is not triggered, an error cannot be identified or spare parts cannot be obtained in good time.

2.7 The fitters are not authorized to provide any binding declarations or to take official receipt of complaints of any kind. Any complaints must be sent to Avesco in writing. Statements made by Avesco are only binding if made in writing.

2.8 The performance of contractual obligations (deliveries and services) is subject to the condition that such performance does not violate any national, European or international export control regulations, such as embargoes, sanctions and other restrictions. The customer undertakes to provide all the information and documents required for export or shipment.

## 3 Place of performance

3.1 The place of performance for Avesco's services is the place where the machine in question is located. For remote services, the place of performance is the place from where Avesco obtains (remote) access to the machine.

## 4 Compensation and price adjustments

4.1 Unless agreed in writing otherwise, services are billed on a time-and-materials basis in accordance with Avesco's latest customer service conditions ([www.avesco.ch](http://www.avesco.ch)).

4.2 The customer must explicitly request binding quotations before the service is provided, and such quotations become binding on Avesco with the written confirmation. If Avesco considers that additional work is needed while performing the service, the customer's consent must be obtained.

4.3 Services or spare parts that are not included in our fixed-price products are billed to the customer separately on a time-and-materials basis. Avesco's current prices apply.

4.4 Avesco is authorized to adjust the prices for spare parts, hourly rates, customer service conditions, fixed-price products and current Easy Service contracts at any time and without prior notice.

4.5 Avesco is authorized to adjust the prices for current Full Service contracts and the conditions for Framework contracts every year. Customers are informed of the price adjustment in writing. Customers who do not agree to the price adjustment can give extraordinary notice of termination of the Framework and Full Service contract in writing within 30 days from the send date of the written notification. The customer is deemed to have accepted the price adjustment if they fail to exercise their extraordinary termination right, make use of contractual services, or pay the invoiced fee.

4.6 For machines under a Full Service contract, the customer is obliged to immediately notify every material change to the operational conditions under which the machine is used. Avesco is authorized to adjust the service fee agreed under the Full Service contract to the new operational conditions.

## 5 Payment terms and late payment by customer

5.1 Invoices for service contracts, spare parts, and repair services are payable 30 days net from the invoice date.

5.2 A deposit of 50% is due upon confirmation of the order for orders of more than CHF 50,000.

5.3 If the customer is in arrears with payments for remuneration claims, outstanding claims of Avesco, or the performance of cooperation and information obligations, Avesco has the right to refuse performance within three calendar days from delivering a written reminder.

## 6 Contract term and termination

6.1 The contract term and provisions on termination are governed by the applicable service contract.

6.2 Unless agreed otherwise in the service contract, the contract is valid for an indefinite period and can be terminated by either party by giving three (3) months' notice.

6.3 This does not affect the right of the parties to give extraordinary notice of termination for good cause.

## 7 Delivery of spare parts

7.1 Complaints must be sent to Avesco in writing within five working days of receipt of the parts.

7.2 Cancellations of orders and return shipments of undamaged and unused goods in their original packaging received within 30 days of shipment are compensated as follows:

S = stock items: 90% of the billed net value for stockable parts

N = non-stock items: 65% of the billed net value for non-stockable parts

X = no returns: 0% of the billed net value for parts that cannot be returned (in particular: items on sale, clearance items, all rubber products, hydraulic hoses, seals, fan belts and all parts that are explicitly marked as non-returnable in the delivery note).

Goods received after 30 days are not repaid. The pre-printed and completed return notice must accompany each return delivery (attached to the delivery note).

7.3 Avesco exchanges repaired for defective units/parts at the following conditions: 1. The defective unit must be returned free of charge within seven days. 2. For units where experience has shown that a standard fee can be charged for repairs, Avesco bills a fixed price, while units where greater deviations are expected are billed on a time-and-materials basis. 3. Avesco bills

90% of the price for a new part against cash payment or cash on delivery or if the defective unit is not returned in a repairable condition within seven days.

7.4 Unless otherwise agreed, the spare parts shall be delivered DAP (Incoterms 2010). The freight and packaging costs shall be invoiced separately.

## 8 Acceptance and warranty

8.1 Work is completed and ready for acceptance when the machine or equipment is approved for use by Avesco. This also applies if non-material parts are missing or additional work is required. When the customer is informed that the machine or equipment is ready for acceptance, they must immediately inspect the work that was done and report any defects to Avesco without delay and in writing. If this is not done, the service that was provided is deemed to have been completed. Avesco remedies defects within a reasonable period.

8.2 The warranty period is six months for new and original parts delivered and installed by Avesco for normal single-shift operation, and starts on the date of installation. The same applies to replacement parts.

8.3 Avesco does not give any warranty for wearing parts.

8.4 The warranty does not cover defects and damage that cannot be proven to be caused by poor materials, improper construction or improper execution, defects and damage caused by improper operation or use, wear and tear, outside influences such as interference by devices produced by other manufacturers, or unprofessional repairs and changes carried out by the customer or third parties who are not authorized by Avesco. It also does not cover the costs for traveling, transport, and machine rental.

## 9 Liability

9.1 Avesco is liable for the proper performance of the agreed services.

9.2 No warranty is provided for the availability of the machine or equipment.

9.3 Liability for indirect and consequential damage, such as lost profits and production stoppage, as well as for consulting services is excluded. This restriction does not apply if Avesco is forced by law to accept liability.

## 10 Force majeure

10.1 Avesco is authorized to discontinue the performance of its contractual obligations if performance is made impossible or inappropriately difficult by the following circumstances: labor conflicts and all circumstances beyond the control of the parties, such as fire, environmental incidents, explosions, war, terrorist attacks, mobilization, embargoes, lack of energy supply, collapse of operational systems of Avesco, and wrong or late deliveries by suppliers of the customer or of Avesco.

## 11 Customer's obligation of maintenance and to minimize damage

11.1 The customer is obliged to care for and ensure the normal daily maintenance of their machines and equipment.

11.2 The customer is obliged at all times to follow the operating instructions of the manufacturer or Avesco.

11.3 When identifying the risk of an accident or damage, the customer is required to implement all the measures required to minimize the damage.

11.4 Avesco informs the customer if it identifies any risks or the need to stop using a machine or piece of equipment within an appropriate period of time. If the customer does not follow Avesco's advice, they have to bear the operating risk.

## 12 Ownership of documents and software

12.1 Avesco reserves all rights to the drawings, plans, technical specifications, illustrations, calculations, brochures, catalogs, models, tools, and other documents and software given to the customer. The customer acknowledges these rights.

## 13 Confidentiality

13.1 The parties agree to refrain from passing on to third parties all confidential information that comes to their attention during the business relationship with the other party, in particular technical information, business secrets and order details (volumes, technical specifications, the conditions of an order, etc.), and all knowledge derived therefrom, and to exclusively use this information for the performance of an order.

## 14 Protection of personal data

14.1 In the context of the customer relationship, Avesco collects, processes and stores personal data such as names, telephone numbers, email addresses, dates of birth, functions, interests and other personal data. Avesco undertakes to comply with the applicable laws on the protection of personal data and to make sure that personal data cannot be accessed by unauthorized third parties.

## 15 Insurance

15.1 Avesco takes out the insurance cover required by law for its deployed staff for illness and accident, including liability. The customer is liable for their own staff and for third parties.

15.2 For work done by Avesco staff, the customer insures their own machines and equipment for the period of installation against all hazards and risks, in particular damage caused by water, fire and the weather, and damage caused by third parties.

## 16 Applicable law and place of jurisdiction

16.1 Swiss law applies. Langenthal is the exclusive place of jurisdiction.

Valid from 1 July 2024