
General terms of supply

1. Type of product

The product supplied consists of bulk material either delivered to ASM by the customer, or bulk material stipulated by the customer and which is manufactured by ASM and filled into packaging materials specified by the customer.

2. Suitability and reliability in use

ASM is obliged to exercise all due care during manufacture and filling. The customer is responsible for ensuring that the materials either supplied by him or prescribed by him (i.e. bulk materials and packaging materials) are tested for their suitability for use by both parties. ASM guarantees the stability of the products and their reliability in use only if the customer has awarded ASM a separate development contract for this purpose.

The customer shall inform ASM in good time of any changes to the existing specifications for the materials supplied by him.

3. Bulk materials and packaging

Unavoidable losses of material during production are at the customer's expense. The customer is obliged to accept the packaging materials and raw materials that were bought under consideration of a minimum order quantity at the cost price that was paid, plus standard interest charges from the end of production, and plus storage charges from the fourth (4th) month onwards and at the latest after a period of one (1) year has elapsed.

4. Quality assurance

The customer or the designated recipient of the goods shall examine the goods immediately after receipt and shall make any complaints in writing within 14 days. The goods will otherwise be deemed to have been accepted. ASM remains liable for any latent defects. ASM is however not liable for any latent defects in materials which the customer supplied to ASM or which were purchased by ASM from a third party in accordance with his instructions.

If defects can be attributed to defective workmanship by ASM, then ASM is only liable for the loss of materials which can be demonstrated, and is liable for only one year after the filling took place providing the customer stored the product in appropriate conditions and handled the products correctly. Should the number of such losses due to this kind of defect be less than 2% of the amount produced, then ASM is not liable to provide any replacements. If the number of losses exceeds 2% of the total order and ASM is solely responsible for this, then ASM will provide a corresponding credit note to the value of the sum invoiced by ASM. All further claims, particularly with respect to compensation for damages which do not result from the product itself, especially loss of orders, lost profit, as well as any other indirect or direct damages are excluded, in so far as they are not precluded by any mandatory laws.

5. Responsibility for legal requirements and the rights of third parties

The customer is responsible for compliance with the legal requirements concerning the materials he supplied, the materials he prescribed and the products which were ordered. In particular he is responsible for the necessary notifications to users (concerning flammability, toxicity, medical instructions, consumer protection etc.) and is obliged to provide ASM with the necessary information. The customer shall make sure that the materials and products do not infringe the rights of third parties (particularly patent rights, trademark rights and copyright). In this respect the customer completely exempts ASM from any responsibility.

6. Insurance

The materials supplied to ASM for filling shall be insured by the customer against any damage caused by natural events.

7. Delivery dates

Delivery dates are to be agreed on an individual basis for each contract.

8. Over deliveries or under deliveries

Over deliveries or under deliveries of up to 10% of the amount ordered cannot be the subjects of any complaint. The invoicing is based on the amount which is actually supplied.

9. Cancellation due to exceptional circumstances

In the case of exceptional events or circumstances for which ASM is not responsible (e.g. shortage of raw materials, civil disturbances, war, strikes, defaults by subcontractors, etc.) which lead to the delivery being prevented or delayed or else which lead to an increase in the cost of manufacture, ASM reserves the right to either completely or partially cancel the contract by writing to the customer without incurring any obligation for any compensation, if the customer does not agree to any price increases caused by these events or circumstances, or to any extension of the delivery period.

10. Freight charges

The prices given by ASM apply from their works Möhlin, Switzerland. The transport of the products is carried out on the customer's behalf, at the customer's expense and at the customer's own risk.

The materials supplied to ASM by the customer shall be delivered to Möhlin, Switzerland with the duty and carriage already paid.

11. Terms of payment

The price invoiced by ASM is the net price exclusive of VAT and is to be paid within 30 days of the date on the invoice.

In the event of the customer failing to pay or after an initial warning in case of non-adherence to the agreed conditions of payment, then ASM is entitled to either completely or partially discontinue deliveries to the customer, to either completely or partially cancel the part of the contract which remains unfulfilled, to cancel the further implementation of the contract and to sell on those products that had already been manufactured.

12. Quotations are subject to confirmation

Offers made by ASM are subject to confirmation. By placing the order the customer accepts these terms and conditions of sale. They also apply to any future business dealings. In the case of any exceptions written confirmation by ASM is required.

13. Court of jurisdiction and the applicable law

Rheinfelden, Switzerland is the only court of jurisdiction and place of performance. Swiss substantive law applies.

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