In this document RKB Europe SA is also referred to as “the Company”.

1 Scope of Applicability

1.1 These General Terms and Conditions apply to all contracts of sale of any type of good and/or services, unless otherwise expressly agreed in writing with the Customer.

1.2 Any General Terms and Conditions of the Customer shall apply only if and to the extent to which the Company has expressly consented thereto in writing. An express rejection of the Customer’s general conditions is not required.

2 Contract Formation

2.1 The Customer’s order must be in writing and validly signed.

2.2 A contract shall always be subject to the Company’s written confirmation (“acceptance” or “confirmation of order”) and the contract shall be deemed to have been concluded only upon such written confirmation (“acceptance” or “confirmation of order”) by the Company.

2.3 A purchase shall also be considered concluded by delivering the ordered goods in case where no written confirmation (“acceptance” or “confirmation of order”) was issued by the Company.

3 Payment

3.1 Unless otherwise agreed, payment shall be in advance at order placement based on the Company’s Pro forma Invoice (the order will be considered confirmed upon receipt of payment). Any discounts or credits made in full without condition may only be obtained by the Customer. Whatever the means of payment used, payment shall not be deemed to have been effected before the Company’s account has been fully and irrevocably credited.

3.2 In case of failure to pay the agreed amount, the Company shall be entitled to interest from the day on which payment was due. The rate of interest shall be 8% above the rate of the main refinancing facility on the European Central Bank in force on the due date of payment. After having notified the Customer in writing, the Company shall be entitled to terminate the contract (article 107 para. 2 (“late delivery”) of the Swiss Code of Obligations). In case of non-delivery, the Company’s account has been fully and irrevocably credited.

3.3 If the Customer has not paid the amount due within three months the Company shall be entitled to terminate the contract by notice in writing to the Customer and to claim compensation for the loss it has incurred.

3.4 If, in the space of time between contract formation and product shipment, circumstances affecting the general credit of the customer arise, the Company shall have the right to deliver only upon receipt of full and unconditional payment.

4 Delivery

4.1 For Customers registered within the Swiss Confederation and Customers with registered offices outside the European Union, Company’s prices include, except for Value Added Tax (VAT), such other taxes and duties payable outside the Swiss Confederation are for the Customer’s account.

4.2 For Customers with registered offices within the European Union, Company’s prices include, except for Value Added Tax (VAT), such other taxes and duties payable in the European Union are for the Customer’s account.

4.3 Prices include invoice documents for metallic products according to the standard regulation EN 10204, type 2.1. Any deviation from this standard must be separately negotiated and quoted expressly in Customer’s order which it accepted will be formally confirmed by the Company in the related order confirmation.

4.4 Prices include normal packing for both domestic and export markets. Unless otherwise expressly agreed upon in writing, the contract price does not include performances such as, however limited to, assembly, installation or maintenance of the goods.

5 Insurance

5.1 Unless otherwise agreed, shipping costs are for the buyer’s account (see below: EXW clause 4.2).

5.2 The Company may make appropriate price increases after contract formation if raw material suppliers have raised their prices significantly between contract formation and delivery date.

6.1 The remedies under clause 7 shall be Customer’s exclusive remedies for breach of this warranty or other claims for defects in warranty.

6.2 If the Customer has not paid the amount due within three months the Company shall be entitled to terminate the contract by notice in writing to the Company.

6.3 The Customer shall have the right to put parts deliveries, unless the Customer suffers unreasonable or insuperable harm thereby.

7 Warranty

7.1 The Company warrants that the time of delivery of the goods sold hereunder shall be free from defects in material and workmanship. The Customer is obligated to promptly examine the goods and shall notify in writing of any defects occurring without undue delay to the Company. The Company shall not be liable for the goods and the defects. If the Customer fails to comply with these obligations, the good shall be deemed to have been accepted as is. The Company reserves the right to reject all claims for shortage made without undue delay and in any event not later than fourteen days after delivery of the goods.

7.2 The same waiver of redhibitory action (annulment) or impairment (“actio quanti minoris”), in accordance to art. 205 para. 1 of the Swiss Code of Obligations, is also excluded in case of slight negligence by the Company or its employees or authorized persons.

8 Governing Law

8.1 Unless otherwise agreed, all disputes arising out of this contract shall be subject to the law of the country in which the Company is domiciled. The same waiver of redhibitory action (annulment) or impairment (“actio quanti minoris”), in accordance to art. 205 para. 1 of the Swiss Code of Obligations, is also excluded in case of slight negligence by the Company or its employees or authorized persons.

9.1 The provisions of article 190 of the Swiss Code of Obligations apply only if and to the extent that the Company is domiciled in a country outside the European Union.

9.2 The Company shall have the right to put parts deliveries, unless the Customer suffers unreasonable or insuperable harm thereby.

10.1 The Company warrants that the time of delivery of the goods sold hereunder shall be free from defects in material and workmanship. The Customer is obligated to promptly examine the goods and shall notify in writing of any defects occurring without undue delay to the Company. The Company shall not be liable for the goods and the defects. If the Customer fails to comply with these obligations, the good shall be deemed to have been accepted as is. The Company reserves the right to reject all claims for shortage made without undue delay and in any event not later than fourteen days after delivery of the goods.

10.2 The same waiver of redhibitory action (annulment) or impairment (“actio quanti minoris”), in accordance to art. 205 para. 1 of the Swiss Code of Obligations, is also excluded in case of slight negligence by the Company or its employees or authorized persons.

11.1 The provisions of article 190 of the Swiss Code of Obligations apply only if and to the extent that the Company is domiciled in a country outside the European Union.
8 Consequential damages and losses

8.1 Company’s responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this contract or the goods covered hereunder, including but not limited to, any repair or replacement of goods under the warranty shall not exceed the sales price of the particular individual product which is the source of buyer’s claim.

8.2 In no event shall the Company be liable for any special, indirect, consequential, or punitive damages of any character, including but not limited to, loss of use or production, loss of profits, loss of business, loss of contracts or for any other consequential or indirect loss whatsoever, whether suffered by buyer or any third party, irrespective of whether such claims or actions for damages are based upon contract, warranty, negligence, strict liability or otherwise.

8.3 Article 1 of the Swiss Product Liability Law (“Sagge federale sulla responsabilita per danno da prodotti” [SDP]: “Produkthaftpflichtgesetz” [PHG]), outlines the exclusion of liability for damages to a person or damages resulting out of the private use or consumption of the good. Swiss Product Liability Law shall not apply to goods leaving the territory of the Swiss Confederation in case where a foreign “strict liability” (“verantwortlichkeitszelle”, “Kausalhaftung”) of the same nature is less stringent.

9 Force majeure

9.1 Either party shall be entitled to suspend performance of his obligations to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extreme military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstances.

9.2 A circumstance referred to in this Article, whether occurring prior to, or after the formation of the contract, shall give a right to suspension or delivery extension only if it has an effect on the performance of the contract but could not be foreseen at the time of the formation of the contract.

9.3 The party claiming to be affected by “force majeure” shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.

9.4 If either party suffers unreasonable or inequitable harm by a delay due to “force majeure”, the respective party shall have the right to rescind the contract after giving notice in writing.

10 Retention of title

10.1 The goods delivered, including technical documents, shall remain property of the Company until the Company’s claims against the Customer have been satisfied in full.

10.2 The Customer must notify the Company without delay of any attachment or other violation of the ownership of the Company by third parties.

10.3 If and to the extent the Company has claims against the Customer arising from transactions or dealings of any nature with the same Customer other than those referred to at the above clause 10.1, all goods supplied to the Customer shall remain property of the Company until all Company’s claims against the Customer from all such transactions or dealings have been satisfied in full. If the value of the security provided exceeds the claims to be secured by more than twenty percentage points the Company shall be obliged to release the security of its choice at the Customer’s request.

10.4 If the Customer fails to make any payment when due, he shall be obliged to return the goods that are subject to the Company’s ownership rights after notice has been given by the Company, without affecting other rights. The Customer shall, in such event, be obliged to ship back these goods to the Company at his own risk and expense. The Company shall be obliged to insure the goods delivered or his own expenses as long as they remain property of the Company.

10.5 If the goods with respect to which title has been retained become part of a new item by way of connection or is built-in and if such item is owned by the Customer, it is hereby agreed that the Customer transfers co-ownership to the new item to the Company and acts as bailee without compensation for such item. The Company’s co-ownership share shall be determined by the relationship of the value of the goods with respect to which title was retained to the value of the new item. The Customer hereby assigns to the Company all claims against Company’s Customers resulting from the sale of the goods with respect to which title was retained. If the goods with respect to which title was retained are sold together with other goods that are not owned by the Company, then the Customer assigns to the Company such part of the claim resulting from the sale that is that to the invoiced amount for the goods with respect to which title was retained. If an item with respect to which title was retained is only partially owned by us and is sold, the part of the claim resulting from the sale that is assigned to the Company will be equal to the company’s percentage of ownership in the goods with respect to which title was retained. The Company grants authority to the Customer to collect any claims resulting from the further sale of the retained goods. If requested, all Customer must deliver to the Company all information and documents required to enforce the Company’s rights.

10.6 If the law of the country where the goods are situated after delivery does not permit to the Company to retain the property of the goods, the Company shall be entitled to rights as closely related to the Company’s rights stated above, as the law permits. The Customer shall give to the Company every assistance in taking any measures required to protect Company’s rights of property or such other rights as aforesaid.

10.7 The retention of title under clause 10.1-10.6 shall not affect the praising of risk under clause 4.2 (INCOTERMS).

11 Intellectual Property Rights

11.1 The Company shall not be liable if the manufacturing of the goods supplied is based on specifications or drawings provided by the Customer or if the application of the goods infringes third party rights.

11.2 The Customer agrees to indemnify and hold the Company harmless for any loss, cost, liability or expense resulting from infringement, or claimed infringement, of Intellectual Property Rights resulting from the manufacture or use of the goods in connection with goods manufactured by the Company in accordance with the Company’s specifications.


12.1 Regulation (EC) No. 1334/2000 sets up a Community regime for the control of exports of dual-use items and technology, “dual-use” items are goods, including software and technology, which can be used for both civil and military purposes.

12.2 According to the CE regulation 1334/2000, the Company declares that all the products it handles are generic mechanical components and therefore intended for civil purposes only.

12.3 The Customer agrees to indemnify and hold the Company harmless for any loss, cost, liability or expense resulting from infringement, or claimed infringement, of Regulation (EC) No. 1334/2000.

13 Confidentiality

13.1 The Customer shall keep strictest secrecy about and may not disclose the contents of technical documents or any know-how to any third party. The Customer may not use such technical data or know-how for any purpose other than those envisaged by the contract.

13.2 This confidentiality obligation shall remain in force also after the expiration of the sale contract.

13.3 Severability

13.4 Even if an individual provision herein is or becomes invalid the remaining provisions of the contract or of the General Conditions shall remain valid. This also applies to issues the parties intended but failed to address.

15 Drawings and other documents

15.1 The Company reserves all property rights and copyrights for cost estimates, drawings and other documents provided to the Customer. These documents may not be utilised for purposes other than those specified by the Company or otherwise disclosed to third parties.

16 Applicable Law and Jurisdiction


16.2 For all disputes arising out of or in connection with the contractual relationship between the Company and its contractual counterpart (the Customer), where the amount in controversy, excluding court fees and legal expenses, is below CHF 200’000,— the competent jurisdiction shall be Lugano (Switzerland).

16.3 Without prejudice to any recovery, excluding court fees and legal expenses, is below CHF 200’000,— all disputes arising out of or in connection with the contractual relationship between the Company and its contractual counterpart (the Customer), shall be finally settled in arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC), by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Zurich (Switzerland). The language of the arbitration shall be English. Any Party shall have the right to have recourse to and shall be bound by the pre-arbitral referee procedure of the International Chamber of Commerce (ICC) in accordance with its Rules for a Pre-Arbitral Referee Procedure. Neither party shall be prevented from having recourse to a court of competent jurisdiction for the purpose of seeking urgent conservatory or interim measures. being specified that the arbitral tribunal shall also have the power to enter such measures.

16.4 Any dispute arising out of or in connection with the interpretation of clause 16.2 and/or clause 16.3 shall be finally settled in arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC), by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Zurich (Switzerland). The arbitral tribunal shall resolve about its competency, according to the amount in controversy. Specifics under clause 16.3 shall apply.