

## 1. General, Scope

1.1 These general terms and conditions (GTC) apply to all business relations between the company Hotwork International AG (Hotwork) with their customers. The hereunder GTC are exclusively applicable to all business relations of Hotwork. Differing, conflicting or additional terms of the customer or a third party shall not apply. These terms may be waived only by an explicitly written agreement between the customer and Hotwork.

## 2. Offer and Conclusion of Contract

2.1 All offers of Hotwork are non-binding, unless otherwise indicated.  
2.2 Additions and modifications to agreements, declarations, and notices must be in writing.  
2.3 Information supplied by Hotwork, of goods and services (eg, weights, dimensions, values, resilience, tolerance, technical data) and representations (eg, drawings, sketches, illustrations) are only approximate. They are not warranted characteristics, but descriptions. Deviations due to regulations, technical improvements, replacement of components with equivalent etc. are permitted, provided that the usability is not compromised.  
2.4 Hotwork reserves the ownership and copyright of all documents submitted (eg, proposals, drawings, diagrams, calculations, brochures, catalogs, models, etc.). The customer shall not make these accessible to any third party without the express consent of Hotwork. Upon request, all documents must be returned to Hotwork and all copies shall be destroyed.

## 3. Additional costs

3.1 Travel and waiting times count as working time and shall be fully paid for by the customer. Stand-by times for machines are charged to the customer in the form of a daily rental.  
3.2 Travel costs (eg flight, hotel, vehicle costs, visa, vaccination, etc.) are charged to the customer at cost, if not included in the package price.  
3.3 After 2 months stay at the site, Hotwork reserves the right to exchange the staff at the expense of the customer.

## 4. Delivery, transfer of risk, loss, delay in acceptance

4.1 Deliveries shall be made ex works. On demand and at cost of the customer, goods will be shipped. Unless otherwise agreed, Hotwork is entitled to choose the type of shipment (Transport Company, shipping, packaging).  
4.2 The shipment/goods will be insured against theft, breakage, transport, fire, water damage or other risks, by Hotwork, only at request and at cost of the customer.  
4.3 The general risk and the risk of accidental deterioration of the goods passes on to the customer at delivery of the goods to the carrier/transport company.  
4.4 If an acceptance report is agreed on, the work or the goods shall be deemed accepted if:  
i. An acceptance report by Hotwork and the customer is signed  
ii. Since the date of delivery 10 working days have elapsed or if the customer has started using the supplied goods.

4.5 Hotwork rental equipment supplied to the customer must be protected from the acceptance of the delivery until the back transport, against theft, any damage or weathering.  
4.6 If the customer is in default of acceptance, he fails to cooperate or delayed the delivery / arrival for reasons the customer or its subcontractors are responsible for, Hotwork is entitled to compensation for the resulting loss incurred (eg demurrage, storage charges, transfer fees, etc.).

## 5. Accommodations working conditions, accident prevention

5.1 The Client shall provide appropriate catering and accommodation, if not otherwise state in our offer. Working and living quarters shall be safe from burglary / theft, dry, well lit and protected from weather. A health hazard to personnel must be excluded.  
5.2 The client shall provide labor- and sanitary- facilities as well as accessible storage on site, safe from burglary/theft, dry, and well protected from weather.  
5.3 The customer must take care of the current, legal and other measures, to protect against accidents. Any safety and risk positions are to be declared to Hotwork.  
5.4 The customer obtains, if necessary, the required entry, residence and work permits. The customer supports Hotwork and the staff at any reporting or other legal requirements at the workplace.  
5.5 In case of accidents and disease, the customer shall provide the necessary assistance.

## 6. Delivery time, delivery delay

6.1 Unless otherwise agreed, the, by Hotwork, stated delivery time and dates are always approximate and refer to the handing over of the goods to the transport company.  
6.2 Provided Hotwork cannot meet binding delivery deadlines for reasons which it is not responsible for, the customer will be informed immediately. If the delivery / performance is not available at the new delivery time, both parties may withdraw completely or partially from the contract.

## 7. Prices and Payment

7.1 Prices are net in Euro, ex works plus packaging, shipping costs, fees, customs duties, etc., if not otherwise defined in our offer.  
7.2 Unless otherwise agreed, invoices are payable net within 14 days after the delivery or acceptance of the goods without deduction. Offsetting against counterclaims is not allowed.  
7.4 Hotwork reserves the right to make deliveries or services only against advance payment.

## 8. Warranty and Liability

8.1 The warranty claims of the customer presuppose that he has complied with its legal statutory of inspection and complaint. Supplied parts are to be checked immediately upon receipt, defects and defaults have to be reported immediately after their determination, but not later than 10 working days after delivery.  
8.2 If the complaint is justified, Hotwork has the choice to fix the defect by eliminating the defect (rectification) or delivery of conforming goods (replacement). The customer is responsible for the relevant examination.  
8.3 An individually agreed delivery of used goods happens at the exclusion of any warranty.  
8.4 The warranty and liability are void, if the customer modifies or asks a third party to modify the delivered item as well as at the use of non-original Hotwork spare parts.  
8.5 The warranty period for all delivered parts is 12 months  
8.6 Exceptions to our warranty:  
i. Normal wear of parts (such as thermocouples, electrical parts, components, burner blocks, burner nozzles, and parts are exposed to higher temperatures, etc.)  
ii. Damage or premature failure of parts due to misapplication, misuse, abuse, alteration or failure to follow guidelines and instructions  
8.7 Specifically excluded from liability are all claims of the customer from indirect damage such as loss of production, loss of profit, as well as consequential damages of any kind. The warranty period shall enter into force after final installation, training and commissioning by our expert staff and begins after the acceptance report, but not later than 2 months after the date of delivery. A right of withdrawal after delivery is excluded. Further rights are expressly excluded.

## 9. Other Liability

9.1 The above conditions, exclusions and limitations apply to the same extent in favor of the institutions and other agents of the customer.

## 10. Retention of title

10.1 The goods supplied by Hotwork to the customer, remains at Hotworks ownership until full payment of all present and future claims under the ongoing purchase agreement and business relations have been settled.  
10.2 The Customer shall store the goods free of charge.  
10.3 If third parties access to the goods supplied by Hotwork, in particular through seizure, the customer will immediately point out to the property of Hotwork, to allow the enforcement of Hotworks property rights.  
10.4 At breach of contract by the customer - in particular default of payment – Hotwork is entitled to withdraw from the contract, and then to demand the return of goods.

## 11. Choice of Law and Jurisdiction

11.1 These GTC, other conditions and all legal relationship with Hotwork are exclusively governed by Swiss law at the exclusion of the Vienna Sales Convention (UN, CISG). Place of performance and jurisdiction is Erlen, Switzerland.

## 12. Final provisions

12.1 If any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The Company reserves the right to change the GTC at any time.