

# SWISS FOUNDRY ASSOCIATION GVS

## General Conditions of Sale and Delivery (GCSD) 2025 Edition

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### 1. General Provisions

- .1 The present General Conditions of Sale and Delivery (GCSD) define the binding legal basis for contracts between customer and foundry as long as no otherwise specifically agreed upon written clauses exist.
- .2 In the case of training, service and support contracts, the respectively agreed contractual conditions shall take precedence; the GCSD shall apply in addition.
- .3 The GCSD rule out all contrary clauses formulated in whatever way by the customer, unless accepted in writing by the foundry. Confirmed e-mails fulfil the written form. Verbal agreements are only valid if they have been confirmed in writing by the foundry.
- .4 The latest edition of these GCSD which can be viewed on the foundry's website, is valid.

### 2. Design of Castings

- .1 If not expressly otherwise agreed, the foundry is not the designer of the castings it manufactures and therefore accepts no responsibility for design and other development-related issues.
- .2 If the customer accepts the foundry's suggestions for improving the technical specifications or modifying the design of the castings, this cannot result in a transfer of liability to the foundry.
- .3 In the case of the sale of castings by weight, the actual weight shall apply, irrespective of the weight stated in the offer and order.
- .4 Price lists, brochures and catalogues are not binding unless otherwise agreed or expressly mentioned. Information in technical documents is only binding if it is guaranteed in writing.

### 3. Tenders and Orders

- .1 The customer's request for a tender must be accompanied by technical specifications.
- .2 The foundry's tender cannot be considered firm unless expressly accompanied by a term of validity.
- .3 The foundry is only obliged to execute an order after it has issued a written order confirmation.

### 4. Research and Proposals

- .1 The foundry's rights of ownership of its fabrication research results are not transferred to the customer through the sale of castings.
- .2 The foundry has the right to charge the customer for its preliminary fabrication research if no order is received within three months after the submission of the results.
- .3 The customer may not use the results himself or divulge them without express agreement of the foundry.

### 5. Fabrication Tooling

- .1 All fabrication tooling (patterns, core boxes, strickleboards, gauges, usage or control devices, foundry instruments, etc.) which is provided by the customer must be clearly marked for assembly purposes and has to be delivered to the location stipulated by the foundry free of charge. The customer takes complete responsibility for the exact agreement between the fabrication tooling and the plans, drawings and technical specifications. The costs for their adjustment will be charged by the foundry on a time and material basis.
- .2 When the customer orders the production of fabrication tooling from the foundry, the order is executed only with the customer's

agreement and at the customer's cost, which will be levied according to the foundry's production engineering expenses.

- .3 The ownership and intellectual property rights, including know-how, of the fabrication tooling designed or improved by the foundry remain with the foundry.)
- .4 The fabrication tooling will be returned to the customer on demand, provided full payment has been made for the castings manufactured. For this return of the tools, compensation for the development work is to be paid to the foundry. If they remain in store at the foundry, they are stored free of charge at the foundry for three years starting from the completion of the last order. The customer is responsible for insurance. After the aforementioned period the foundry has the right to - after formally notifying the customer - either destroy the equipment or send it back to the customer at the customer's expense. Further storage is only possible upon reimbursement by the customer.
- .5 The customer is solely responsible for the parts supplied by him and these must be in perfect condition. (and which are meant to be incorporated in the mold before casting); and they should be in immaculate condition. They should be delivered to the foundry free of charge in sufficient quantities (ordered amount + 10%).

### 6. Delivery Schedules

- .1 The delivery time starts as soon as the contract is concluded, all the administrative formalities have been completed, the advance payments or deposits and any securities have been paid and the essential technical points have been clarified. The delivery time is met if, by the time of its expiry, the notification of readiness for dispatch has been sent to the customer. The binding character of the delivery time must be defined with the customer according to the type and scope. Without such a specification, the delivery date is only approximate.
- .2 The delivery time shall be reasonably extended:
  - 2.1 if the information required by the foundry for the performance of the contract is not received in time or if the customer subsequently changes it, thereby causing a delay in the delivery of the supplies or services;
  - 2.2 if obstacles arise due to force majeure, which the foundry cannot avert despite exercising the necessary care, regardless of whether they occur at the foundry, at the customer's premises or at a third party. Such obstacles include, for example, epidemics, pandemics, war, riots, cyber-attacks and their effects, significant operational disruptions (machine breakdown), accidents, labour disputes, delayed or defective delivery of the necessary raw materials, semi-finished or finished products, disrupted supply chains, the scrapping of important workpieces, official measures or omissions, natural phenomena;
  - 2.3 if the foundry has to shut down or curtail its production processes due to a lack of or reduced availability of energy sources (e.g. gas, oil, electricity, water).
  - 2.4 if, despite the usual protective measures being taken, the foundry's IT system is subject to virus attacks or other attacks by third parties;
  - 2.5 if the customer or a third party is behind schedule with services it has to execute, or with the fulfilment of its contractual obligations, in particular if the customer fails to comply with the terms of payment.
  - 2.6 a late delivery does not release the customer from the obligation to take delivery.
- .3 If reasons according to points 6.2.1 to 6.2.5 exist, the foundry shall inform the customer immediately and in an appropriate manner. Any claim of the customer against the foundry for compensation for delay or for direct and indirect damages resulting from such a delay is excluded.

- .4 If shipment of the goods is delayed at the customer's request, the foundry has the right to invoice the storage costs and capital costs after one month has elapsed from the date of notification of readiness for shipment. These shall amount to at least 2% of the stored value of the goods for each month or part month. The right to assert further claims is expressly reserved.
- .5 The customer cannot assert any rights or claims due to delays in delivery or performance. This restriction does not apply to unlawful intent or gross negligence on the part of the foundry, but it does apply to unlawful intent or gross negligence on the part of auxiliary personnel.

## 7. Packaging

- .1 Unless another arrangement is previously expressly agreed upon between the foundry and the customer packaging is invoiced by the foundry and paid for by the customer, after which it becomes the property of the customer.
- .2 Containers, frames, pallets and other packing materials which are the property of the foundry must be returned by the customer carriage paid and in good order within 30 days of receiving them, in default of which they are invoiced by the foundry.
- .3 If the packing material used by the foundry is the property of the customer, it must be returned in good order by the latest at a date previously agreed upon with the foundry, to one of the locations designated by the latter.
- .4 The foundry takes care to use sustainable and reusable packaging. The obligatory legal regulations remain reserved.

## 8. Delivery and Risk Assumption

- .1 Unless otherwise agreed (e.g. INCOTERMS 2020), the benefits and risks shall pass to the customer when the deliveries and services are handed over to the carrier or another person designated by the customer.
- .2 If dispatch is delayed at the customer's request or for reasons beyond the foundry's control, the risk shall pass to the customer at the time originally foreseen for delivery ex works. From this moment on, the supplies shall be stored and insured at the customer's expense and risk.
- .3 In all cases the foundry undertakes despatch and transport only on behalf of the customer, who will reimburse the foundry, on receipt of the invoice, for all carriage charges. The customer therefore, since he incurs the risks of all these operations, is responsible for checking on arrival the condition, the quantity and the weight of the castings supplied and their conformity to the delivery note. The customer is also responsible for all transport insurance.

## 9. Price

- .1 Unless otherwise agreed in the foundry's offers and order confirmations, all prices are net, plus any applicable value added tax, ex works from the foundry (EXW according to INCOTERMS 2020). All other additional charges (e.g. for packaging, transport, clearing formalities, etc.) shall be borne by the customer, unless otherwise agreed. If more than three months elapse between the date of the conclusion of the contract and the date of performance, the foundry shall be entitled to adjust the contract prices. This expressly also applies to blanket orders.
- .2 The foundry reserves the right to adjust the price if the delivery time is subsequently extended for one of the reasons stated in clause 6.2 or if the documents and information provided by the customer did not correspond to the actual circumstances or were incomplete.
- .3 Exceptional price fluctuations (due to stock market prices, world market situation, etc.) of raw materials or energy that cannot be influenced by the foundry may be adjusted up to the delivery date.
- .4 A surcharge may be levied for small quantities.

## 10. Conditions of Payment

- .1 Payments are deemed made at the head office of the foundry. In the absence of contrary agreement, the net payments without cash discount are due within 30 days of invoicing.
- .2 Every delay in payment, after one written reminder, incurs interest charges at the SNB rate of the Swiss National Bank plus a surcharge of 4 additional percentage points.
- .3 The claims of the foundry invoiced to the purchaser may only be set-off if the foundry has accepted in writing the purchaser's counterclaims or if they are ultimately legally binding.
- .4 The foundry is entitled to demand advance payments, securities (e.g. bank guarantee) or cash payments within a reasonable period and to refuse performance if, after conclusion of the contract, circumstances arise which objectively affect the customer's creditworthiness and thereby endanger the foundry's claim to payment. If the customer refuses or does not provide the security in due time, the foundry is entitled to terminate the contract and/or claim damages of at least 50% of the value of the order.

## 11. Quantities

In principle, the delivery quantities agreed upon by foundry and customer are valid, especially with hand-casted pieces. For long runs a small difference in the number of castings ordered and those delivered is allowed. In the absence of other agreements, it is permissible for the foundry to deliver and invoice a number of castings above or below 10% of the total number ordered.

## 12. Control and Acceptance

- .1 The foundry will inspect the supplies and services to the extent usual and reasonable before shipment (visual and random inspections). If the customer requests further inspections, these must be specified in writing at the latest at the time of the order, and the assumption of the associated costs must be agreed.
- .2 In the case of execution of composite castings or composite castings welded at the foundry the contract parties must reach an agreement as to the limitation of each component as well as the expansion of the composition of the composite zones.
- .3 The customer shall inspect the supplies and services within 10 days of receipt and shall immediately notify the foundry in writing of any visible and verifiable defects, as otherwise the foundry shall not be liable for any warranty/liability. If the customer fails to do so, the supplies and services shall be deemed to have been approved.
- .4 Any sample castings must be approved in writing by the customer, who thereby declares the release of series production.

## 13. Guarantee

- .1 In case of any complaint by the customer concerning the delivered castings, the foundry reserves the right to examine the castings on the spot.
- .2 The guarantee given by the foundry, after agreement with the customer, consists of:
  - a credit or credit note to the customer for defective castings;
  - or the replacement of said castings;
  - or repair, respectively amend the said castings.
 Replaced parts become the property of the foundry and are to be returned carriage paid.
- .3 Under penalty of losing the right to the guarantee defined above, the customer is obliged to examine the delivered merchandise upon arrival, and to immediately notify the foundry in writing of any non-conformance of castings and demand explicitly the replacement or repair of the pieces in question. The guarantee is valid for 12 months from the delivery date (delivery to the carrier).
- .4 For replaced or repaired parts, the warranty period starts anew and lasts for 6 months from the replacement or completion of the repair, but not beyond the expiry of a period equal to double the warranty period according to the previous clause.
- .5 The foundry's guarantee and liability do not cover damage that cannot be shown to have been caused by poor materials or defective workmanship, e.g. damage caused by natural wear and tear, defective maintenance, failure to observe operating

instructions, excessive use, unsuitable operating materials, chemical or electrolytic influences, modifications, replacements or additions due to third-party deliveries or services that do not meet the foundry's quality specifications or have not been installed in accordance with the foundry's instructions or the general industry standard, as well as other reasons for which the foundry is not responsible.

- .6 Warranted characteristics are only those which have been designated as such in the specifications. The warranty is valid at the longest until the expiry of the warranty period.
- .7 The guarantee expires prematurely if the customer or a third party carries out inappropriate modifications or repairs, or if the customer, in the event of a defect, does not immediately take all appropriate measures to minimise the damage and give the foundry the opportunity to rectify the defect.

#### 14. Exclusion of further liability

- .1 All contract violations and legal consequences thereof, as well as all claims by the customer, on whatever grounds, are ruled by the present general conditions. In particular, all claims to damage compensation, price reduction, lost handling costs, cancellation or withdrawal from the contract are excluded. Under no circumstances are claims of the customer to damage compensation, that are not incurred to the actual delivery object (consequential damages) such as breaks in production, loss of use, direct or indirect damages, installation costs or recall costs. This liability exclusion does not apply to unlawful intent or gross negligence on the part of the supplier, but it does apply to unlawful intent or gross negligence on the part of auxiliary personnel. Further guarantee and/or liability claims by the customer are not valid.
- .2 The foundry shall be liable for damages arising from this contractual relationship, provided that intent or gross negligence on its part can be proven, whereby this liability is limited to CHF 50,000.00 per event in the case of deliveries and services to commercial customers.
- .3 In addition, any further liability is excluded to the extent permitted by law. In particular, the foundry excludes any contractual and non-contractual liability for damages resulting from the negligent behaviour of its organs and auxiliary persons, for any consequential damages as well as indirect damages (e.g. for lost profits, loss of production or use, loss of orders, etc.) as well as claims of third parties who have purchased products covered by this contract from the customer.
- .4 The above is subject to overriding mandatory statutory provisions and liability for culpably caused personal injury.

#### 15. Confidentiality

The customer is obliged not to disclose to third parties any information from the foundry's business area that is neither generally accessible nor generally known, and to make every reasonable effort to prevent third parties from accessing this information. The customer also transfers this obligation to his employees. If the customer violates the confidentiality obligation, he must compensate the foundry for all damages or losses.

#### 16. Duty of care

The customer bears sole responsibility for the installation and use of the foundry products and services, as well as for their combination with other products. In doing so, he must observe the necessary care and safety aspects. If the customer is a reseller, he must provide his respective customers with all the information necessary for safety in a suitable form, e.g. with instructions on the product itself, on the packaging or in operating instructions. The customer shall obtain the necessary information himself.

#### 17. Data protection

- .1 Within the framework of the business relationship with the customer, personal data is processed, to which the customer consents when placing the order. The customer's data will be stored (including electronically) for the duration of the business relationship and then deleted, subject to any legal retention

periods or if the foundry still needs the data to assert, exercise or defend legal claims. Access to the data is restricted to employees of the foundry who need the data to perform the agreed tasks. In order to carry out the business relationship, data may be transferred to third parties in countries outside Switzerland or outside the scope of the General Data Protection Regulation (GDPR; in German: Datenschutz-Grundverordnung (DSGVO)).

- .2 Within the scope of the GDPR, the client has a right of access to and the right to rectify or erase personal data concerning the client or a right to restrict the data processing by the foundry if certain conditions are met in accordance with Art. 15 to Art. 18 GDPR.

#### 18. Reservation of Ownership

- .1 The foundry shall remain the owner of all its deliveries until it has received full payment in accordance with the contract. By concluding the contract, the foundry shall be deemed to have been authorised by the customer to register the reservation of title in official registers, if necessary at the customer's expense, in accordance with the applicable regulations, and to fulfil all the formalities in this regard. If the customer acts in breach of contract, in particular if he is in default of payment, the foundry is entitled to demand the return of the delivered goods. The recovery of the goods by the foundry does not constitute a withdrawal from the contract, unless the foundry has expressly declared this in writing.
- .2 During the period of retention of ownership, the customer shall, at its own expense, properly maintain the delivered items and insure them in favour of the foundry against theft, breakage, fire, water and other risks. Furthermore, the customer shall take all measures to ensure that the foundry's ownership claim is neither affected nor cancelled.
- .3 As long as the customer fulfils his obligations towards the foundry and is not in default, he is authorised to process the reserved property in the ordinary course of business and to resell it under reservation of title.
- .4 If the goods delivered by the foundry are intended for resale, the customer shall assign to the foundry all claims in the amount of the foundry's invoice, including VAT, that accrue to him from the resale against his customers or third parties, irrespective of whether the goods have been resold without or after processing.

#### 19. Industrial Ownership

Orders that are accepted on the basis of drawings, sketches or information provided by the customer are carried out at the risk of the customer in terms of patent, design and trademark law. In any case, the customer shall hold the foundry harmless in this regard.

#### 20. Severability clause

Should individual provisions of these GCSO be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected thereby. In place of the invalid provisions, a legally valid regulation shall be deemed agreed that most closely approximates the economic purpose of the invalid provision.

#### 21. Applicable Law/ Jurisdiction

The contracts are exclusively under **material Swiss law**, with the exception of the Convention of the United Nations covering international merchandise sales contracts (Vienna Convention) of 11.4.1980.

**Jurisdiction** for all disputes rising between the foundry and the customer is the **foundry's head office**. The foundry equally reserves the right to refer the matter to the Tribunal of the customer's head office.