

General Terms and Conditions for Work Services

valid from 01.01.2023

of the company Avesco AG, Hasenmattstrasse 2, CH-4901 Langenthal, Switzerland

1. General conditions

1.1. Use of employees

The deployment of personnel shall take place on the basis of an agreement to be made in good time and on the basis of the following Terms and Conditions. Information on the date of the beginning of work and the duration of work are non-binding. Avesco AG reserves the right to select the service technician(s).

1.2. Working Report

The service technician submits a report of assembly to the customer or his representative for inspection and signature and provides him with a copy of the report at least once a week and/or after the work is completed or in the event of a longer interruption of work. The customer confirms the correctness of the entries by signing the report. The reports must also be prepared and confirmed for warranty work.

1.3. Commitments

The service personnel is not entitled to make binding statements or to officially accept complaints of any kind. Any complaints must be submitted to Avesco AG in writing. Binding commitments by Avesco AG must be made in writing.

1.4. General Terms and Conditions

The General Terms and Conditions of Avesco AG apply to all other conditions not specifically listed in these General Terms and Conditions.

2. Customer Services

2.1. Preparation Work

Before work begins, the customer must specify the exact location of the machines and plants and a precise description of the work to be carried out. Prior to the deployment of the personnel, all necessary preparations at the site, which are a prerequisite for the rapid completion of the work, must be completed.

2.2. Provision of equipment

The customer shall procure and make available the infrastructure necessary for the work, in particular lifting equipment with sufficient lifting capacity, including operation, ropes, scaffolding, welding equipment, as well as all other necessary resources.

2.3. Personnel

The customer shall provide the additional personnel necessary for the proper performance of the work free of charge. This applies to service and maintenance as well as warranty and repair work (skilled and unskilled workers).

2.4. Premises

The customer must provide the necessary dry and lockable rooms for the storage of tools, valuable delivery parts and personal effects, for office and stay in consultation with Avesco AG.

2.5. Accident prevention measures

The customer shall take the necessary accident prevention measures applicable at his own expense. The customer is responsible for compliance with these regulations by the workers he commissions.

3. Invoicing

3.1. Pricing

The services provided by Avesco AG shall be invoiced according to time and effort, unless a fixed price has been agreed in writing. All prices are net prices without VAT.

3.2. Working Time

Employees of Avesco AG sign employment contracts that are subject to Swiss law. Therefore, working time is defined according to the following Swiss standards:

3.2.1. Normal working time

The normal weekly working time is 40 hours, usually 8 hours a day from Monday to Friday. With regard to time management, the Avesco personnel are guided by local conditions, but the normal working hours should fall between 6 am and 8 pm.

3.2.2. Overtime

Overtime is defined as the number of hours worked between 6 am and 8 pm that go over and above the normal daily or weekly working hours.

Overtime work shall only be performed after prior agreement between the customer and the Avesco AG. As a rule, the overtime should not exceed the daily working time by more than 2 hours and the normal weekly working time by more than 10 hours.

3.2.3. Night work

The normal working hours between 8 pm and 6 am, excluding overtime night work, are considered night work on working days.

3.2.4. Overtime night work

Overtime night work is defined as the number of hours worked between 8 pm and 6 am that go over and above the normal daily or weekly working hours.

3.3. Travel time and travel expenses

For the purpose of calculating travel time allowance, the stationing location shall be taken as the point of departure and return destination. The costs of the outward journey at the start of work and the return journey at the end of work, freight and any insurance for luggage and tools will be charged to the customer.

3.4. Preparations for assembly

Preparations for assembly will be invoiced.

3.5. Waiting periods

If the personnel is prevented from carrying out their work for reasons for which Avesco AG is not responsible or if the personnel is held back after completion of the work for any reason, the waiting time shall be charged as working time.

Public holidays during which work is carried out at the stationing site shall be charged as waiting time if the personnel at the installation site cannot work due to the public holiday.

3.6. Return trip at weekends

The service technician has the right to travel home every weekend. In case of urgent need, and after consultation with the customer, work can exceptionally be carried out on Saturdays or public holidays.

For such travel on weekends and public holidays the customer will be charged for the travel time. The costs of the means of travel shall be borne by Avesco AG.

3.7. Driving home after work – Stay overnight at home

If the distance allows, the service technician is allowed to travel home for the night; however, the normal working hours of the customer must be observed. The customer will not be charged for such travel time and travel expenses.

3.8. Rates (CHF/h)

		Software engineer	Service engineer / Engineering work / Plant testing	Service technician
Working time, travel time		199.-	181.-	158.-
Overtime on working days, work on Saturday, temporary night work travel time	25%	249.-	227.-	198.-
Overtime night work, work on Sunday and holidays travel time	50%	298.-	272.-	237.-

Service van: 2.00/km
Car: 1.40/km

3.9. Transfer compensation

The transfer compensation covers the cost of board and lodging.

Transfer-rate (per hour)	10.-
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3.10. Telephone and remote maintenance support

Every 1/4 h started during normal working hours will be charged at CHF 50.-. Outside normal working hours, an additional overtime surcharge will be charged.

3.11. Flat-rate for on-call allowance

The aim of Avesco's on-call organisation is to provide Avesco customers with optimum support in the event of emergencies outside working hours. A one-off flat-rate activation fee is charged per assignment. The following is regarded as an assignment: telephone support to solve a problem or an assignment of a service technician. In addition, in the case of a technician assignment or support, the corresponding rates according to 3.8 - 3.10 are charged.

	Flat-rate CHF / Assignment
Monday – Friday From 18.00 – 6.00 o'clock	300.-
Saturday, Sunday and public holidays	

3.12. Unforeseeable events

The risk and possible additional costs of unforeseeable events such as force majeure, epidemics, mobilization, war, strike, and interruption of work as well as other waiting periods arising through no fault of the customer shall be borne by the customer.

3.13. Terms of payment

In the case of longer-lasting work performances, the accrued costs are generally invoiced at the end of the month. The invoices are payable to Avesco AG, in Langenthal, without any deduction. Down payments may also be requested.

4. Insurance

4.1. Personnel insurance

Avesco AG takes over the statutory insurance for illnesses and accidents, including liability, for their deployed personnel.

The customer is liable for his own personnel and for third parties.

4.2. Transport and property insurance

In the case of assembly work by Avesco AG personnel, the customer shall insure material and other deliveries against weather, water and fire damage, damage by third parties or

other damage from the time of dispatch ex works until completion of the assembly.

5. Acceptance of work

The customer incurs the risks as soon as a product leaves an Avesco productions site. He takes over the insurance against weather, water, fire, third-party and any other damage.

As soon as the customer is notified that the machines or facilities are ready for acceptance, he must immediately inspect the work and notify Avesco AG right away and in writing of any defects. Should he fail to do so, the assembly work shall be deemed to have been accepted.

6. Warranty

6.1. For warranty work

The General Terms and Conditions of Avesco AG apply exclusively to warranty work within the warranty period valid for machines/facilities.

6.2. For maintenance, revision and repair work, commissioning and installation work

In the case of maintenance, revision and repair work, commissioning and installation work after expiry of the warranty periods specified in the General Terms and Conditions Projects Avesco AG, the following additional provisions shall apply:

6.2.1. Warranty period

The warranty period is six months for brand-new original parts delivered and installed by Avesco AG in normal single-shift operation and begins on the day of installation.

6.2.2. Scope of Warranty

A warranty claim shall only arise for faultlessly prove material or manufacturing defects in installed original parts. Parts that are proven to have become defective or unusable within this period due to unsuitable materials or defective workmanship shall be repaired free of charge in the workshops of Avesco AG or replaced ex works. Furthermore, the warranty provisions of the General Terms and Conditions of Avesco AG shall apply.

7. Exclusion of liability

Avesco AG shall only be liable for direct, immediate damage caused by a negligent breach of its obligations; however, the liability for indirect and mediate damages as well as for consequential damages, including but not limited to lost sales or profits, loss of use, capital cost or acquisition costs of substitute products or services, are excluded to the extent permitted by law. Further, the liability is in any case limited to the value of the contract.

8. Governing law

All disputes arising out of or in connection with this Agreement shall be governed by the substantial laws of Switzerland without any conflict of law provisions. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

9. Place of jurisdiction

The place of jurisdiction for both parties and in all cases is Langenthal, Switzerland.

10. Documents also applicable

General terms and conditions of Avesco AG
See www.avesco.ch/agb