

Terms of sale and delivery

1. General

1.1 Our offers are always non-binding. Orders are only final upon written confirmation by us.

1.2 The following terms and conditions shall apply exclusively to business relations with our customers, even if the customer has communicated their own, possibly deviating terms and conditions. We hereby explicitly reject any deviating terms and conditions.

1.3 Our employees and other agents assigned by us are not entitled or authorised to enter into verbal agreements that fall outside the written content of the contract. The content of the contract is therefore only that which is recorded by us in writing as agreed.

2. Delivery time

2.1 The specified delivery time is approximate and non-binding if we use an external freight forwarder. The delivery time does not begin until all terms and conditions have been agreed.

2.2 The delivery time shall be reasonably extended – even during a delay in delivery – in the event of unforeseen obstacles. This shall apply in particular in the event of operational hindrances – both in our company and in external companies on which production or transport depend – caused, for example, by war, strike, lockout, riot, shortage of raw materials or energy, failure of the means of transport and transportation, work restrictions and similar events which prevent us from meeting the delivery deadline.

2.3 The delivery time shall also be extended by the period for which the customer is in default with meeting their obligations relating to this or any other transaction, without prejudice to our rights beyond this.

2.4 The customer may only withdraw from the contract for non-adherence to the delivery time after they have given us a reasonable deadline extension in writing of at least four weeks. After this deadline has passed, the customer may assert their statutory rights with the proviso that, in the event of slight or moderate negligence, our liability to pay compensation is limited to the amount of the purchase price. Any further claims are excluded in any case.

3. Prices

3.1 Orders for which fixed prices have not been explicitly agreed are invoiced at the prices that are valid on the day of delivery.

3.2 For fixed prices, we reserve the right to change the agreed price as necessary in the event of changes to price-relevant factors such as wages, freight rates, energy costs, customs duties, etc.

3.3 All changes that occur after the conclusion of the contract, such as an agreed foreign currency or the exchange rate to the Swiss franc, shall be borne by the customer.

3.4 The prices quoted are for delivery ex works plus packaging, freight costs and VAT.

4. Payment

4.1 Payments shall be made in the agreed currency and within the period specified in the order confirmation without any discount. Payment terms are 30 days, unless specified otherwise in the order confirmation. After the payment deadline has passed, the customer will automatically fall into arrears, i.e. without the need for a reminder. If payment is late, we are entitled to charge interest on arrears of 5%. This shall not affect the right to assert claims for further damages.

4.2 We reserve the right to demand advance payment or down payments corresponding to the partial performance rendered.

4.3 Our claims may not be offset against any counterclaims of the customer.

4.4 We reserve the right to credit received payments made against the oldest outstanding claim, even if the payment is made for specifically designated goods.

4.5 If the customer is in default with meeting part of their obligations, we are entitled to immediately assert all of our claims.

5. Delivery, shipping, freight and transfer of risk

5.1 Our written order confirmation is binding in regard to the execution of the order. Measurements, weights, service descriptions and pictures specified therein are provided for illustration purposes only and are non-binding unless explicitly described otherwise. In particular, we explicitly reserve the right to make technical changes.

5.2s

If requested, goods can be shipped at the customer's expense and risk. In this case, the risk shall pass to the customer upon delivery to the customer's shipping agent, but no later than upon leaving the delivery plant or warehouse, even if the shipment is not made from the place of performance. If no specific instructions are given, the shipping route, transport and protection method shall be left at our discretion with no liability, except for intent and gross negligence.

5.3

If the goods are ready for shipment, but delivery or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the customer upon them being notified that the goods are ready for shipment.

5.4

If the customer does not promptly accept the goods after being notified that they are complete or ready for shipment, we are entitled to either store the goods ourselves or hand them over to an external freight forwarder or warehouse for storage at the customer's risk and expense. The same applies if shipping or delivery of the goods is delayed at the customer's request or for other reasons.

5.5

We only take out transport insurance at the express request and expense of the customer. In this case, we will charge the costs incurred by us, but will not assume any liability for settlement in the event of an insurance claim.

5.6

The goods shall be packaged in a manner customary in the trade, insofar as this is necessary at our discretion.

5.7

We are authorised to make partial deliveries on a total order and to invoice these separately at our discretion.

5.8

As we obtain some goods from third parties, we reserve the right to withdraw from the contract if a third party fails to supply us or does not supply us in a timely manner.

6. Warranty and guarantee

6.1

If the delivered goods are defective or lack warranted characteristics, the customer must notify us in writing without delay in the case of identifiable defects, but no later than eight days after receiving the goods. If notification is not provided within the specified period, the goods shall be deemed to have been approved with regard to these defects. This also applies if the customer was sent selection samples in advance.

6.2

We provide a two-year warranty on the delivered goods from the date of delivery. The warranty applies to defects and damage that occur during normal and intended use of the goods and significantly impair their usability. This does not include damage caused by improper handling or excessive or improper use. The warranty under this Section 6.2 does not apply to defects that would have been apparent during a proper inspection in accordance with Section 6.1.

6.3

In the event of recognisable defects within the meaning of Section 6.1 that are reported in a timely manner, as well as in the event of a warranty claim within the meaning of Section 6.2, we shall decide at our sole discretion whether to repair or replace the goods. There is no entitlement to a reduction, rescission or refund of the purchase price.

6.4

Further warranty claims and guarantee claims, as well as any claims for damages, including claims for compensation for consequential damages and costs, etc., are excluded, unless based on intent or gross negligence on our part.

6.5

All claims arising from or in connection with defects in the goods shall expire definitively two years after delivery.

7. Legal relationships, place of performance and place of jurisdiction

7.1

The legal relationships are exclusively subject to Swiss law; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

7.2

The place of performance is Knonau, Switzerland, unless we explicitly specify another place of performance.

7.3

The place of jurisdiction is Knonau, Switzerland. The customer expressly waives their ordinary place of jurisdiction and agrees to accept this place of jurisdiction if legally permissible.

8. Final provision

Should individual provisions of these terms and conditions prove to be invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by another provision that best serves the intentions of the parties.

Knonau, 8 March 2022

