

# GENERAL TERMS AND CONDITIONS

VALID FROM 1<sup>ST</sup> JANUARY 2022

## 1 General

Unless otherwise agreed in writing, our conditions, as set out below, apply to all our sales and deliveries. Any changes or customer purchasing conditions that deviate from our conditions shall only be binding upon us if they have been mutually agreed upon in writing.

## 2 Validity of quotes

Our quotes are valid for three months from the date of issue.

## 3 Prices

Prices are ex works, excluding packaging and transport. Minimum order value: CHF 500.00. The prices, quantities, delivery dates and options listed in our offers are subject to change. Fluctuations in raw material prices or exchange rates of more than plus or minus 5% will trigger new calculations of prices and issue of invoices or credit notes, as appropriate. This condition will apply to all new and existing framework supply agreements.

## 4 Transport costs

Transport costs will be charged for deliveries with an invoice amount of less than CHF 4 500.00, or the equivalent value in a foreign currency. Deliveries with an invoice amount of more than CHF 4 500.00, or the equivalent value in a foreign currency, are free of all charges within a distance of 300 km from Nunningen.

## 5 Packaging

Pallets, grids, frames and covers are exchange units. These equipment items must be exchanged in perfect condition. An extra charge per exchange unit is to be paid. Defective exchange equipment will not be accepted. Packaging materials that have been charged for, must be returned, carriage paid to Nunningen, within a reasonable time. Steel strips, cords, sacks, etc. are disposable materials and cannot be returned. There is a possibility that pallets and frames can be purchased. The aforementioned exchange fee is therefore not applicable. In the case of purchase, a fee will be charged per pallet as well as per frame. Afterwards the buyer takes possession of the paid packaging materials. For exports only the purchase of pallets is used.

## 6 Setup costs

For ordered quantities of less than a pallet unit a surcharge of CHF 50.00 will be imposed.

## 7 Quantities

Excess deliveries or short deliveries of up to 10% of the ordered quantity shall not constitute a valid reason for complaint.

## 8 Call-off orders/Framework agreements

Unless a shorter delivery time has been agreed, the call-off must be made within one year of the date of your order at the latest. Indefinite order terminations are not permitted. In the case of a change of company or business, existing agreements will be taken over by the new company.

## 9 Delivery times

The agreed delivery times will be met to the best of our ability; however, they shall not be binding. The purchaser shall not be entitled to either claim damages or withdraw from the contract as a result of non-compliance with delivery times. Disruptions to operations resulting from acts of God, as well as strikes and delays in the delivery of raw materials, shall release us from agreed delivery obligations.

## 10 Shipping

Goods always travel at the expense and at the risk of the recipient. Freight forwarders shall be liable for damage that occurs to goods in transit. Damaged goods must be noted on delivery notes and transport documents.

11 The compatibility and suitability of filling material with the material and construction of our packaging must be checked by the packaging agent. We accept no liability.

## 12 Containers for transporting hazardous goods

Packagers and senders of hazardous goods have an obligation to be aware of all regulations and requirements concerning the use of UN/ IATA/RID/ ADR packaging. We shall accept no liability for the incorrect use of containers or breaches of transport regulations. Packages are disposable. The certification is not valid for repeated use. Our approval for hazardous substances is exclusively valid for the components (pails, lids, locking rings) supplied by us. Our certification is invalid if foreign parts are used.

## 13 Warranty, complaints, returns

We undertake, at our option, either to replace all products supplied by us free of charge, or to refund the invoice value of articles that cannot be replaced when a prior inspection by ourselves shows that defects in the workmanship or materials make the products unsuitable for their intended purpose. The replaced items are our property and must be returned, carriage paid to Nunningen, in the same condition. We shall not recognise any other claims. The delivered goods shall be deemed to have been accepted if the buyer does not raise any complaints, giving reasons and delivery details, within 3 days of receipt of the goods. Complaints in respect of hidden defects must be notified immediately, but at the latest within 3 days of discovery, but no longer than 4 weeks after receipt of the goods. Material damage and consequential damage to products that have been provided by customers or third parties are excluded from the warranty.

## 14 Lithography, tools, etc.

Lithographs, designs, reproduction plates, blocks, stamping and other special tools, even if they are entirely or partially charged for, shall remain the property of the supplier, shall not be released and shall remain stored for repeat orders for a period of three years. If no further orders have been placed by that time, we shall be entitled to use the items or dispose of them as we see fit.

## 15 Copyrights

The customer assumes responsibility for ensuring that, after submission by the customer of models and drawings, the execution of the customers order does not violate the rights of third parties, in particular copyrights and intellectual property rights. The customer shall indemnify the supplier for any damage that the supplier may suffer in connection with the delivery as a result of the violation of the rights of third parties.

16 The vendor shall be entitled to withdraw from the contract if the delivery, or the delivery at the agreed prices, is impeded to an extent that goes beyond normal economic fluctuations, for instance as a result of acts of war or governmental coercion of any kind, either at home or abroad (import or export prohibitions and restrictions, tariff increases, currency changes, increases in material prices and wages, etc.).

## 17 Payment terms

The invoice amount shall be due for payment within 30 days net of receipt of the invoice. Deductions for advance payments are not permitted and shall be subsequently recharged. Failure to comply with payment terms shall give rise to an entitlement to interest for default. The purchaser shall not be entitled to withhold payments, even in case of complaints. Furthermore, deliveries to new customers are essentially made only against payment in advance.

## 18 Place of performance and jurisdiction

The place of performance is Nunningen SO; the place of jurisdiction is Dornach SO.

Any agreements that deviate from our general terms and conditions of sales and delivery require our written confirmation.