

General terms and conditions of sale and delivery

Basics

The following terms and conditions apply to all our deliveries, unless otherwise agreed in writing.

Prices

The prices quoted in our price lists and offers can only be maintained if the qualities and quantities offered are also ordered unchanged and unabridged. Prices are calculated based on the costs applicable on the date of the quotation. We reserve the right to adjust the prices to the new circumstances in the event of a significant change in the circumstances which were decisive for the price determination, also for deliveries which have not yet been carried out. The quotations of our offers are subject to change.

Forwarding

Delivery is usually ex works Ibach. The shipment will be carried out according to your specifications, otherwise by the most favorable and fastest route for you.

Benefit and risk

Benefit and risk are transferred to the buyer upon shipment, i.e., as soon as the goods leave our premises. Insurance of the goods against damage and loss during transport is the responsibility of the buyer. Any complaints must be lodged with the transport company concerned before the goods are taken over.

Quantity tolerance

We reserve the right to deliver up to +/- 10% more or less than the agreed quantity for technical reasons.

Scope of the delivery obligation

The delivery date is given without obligation; we shall do our best to ensure that it is met. In the event of force majeure and other circumstances for which we are not responsible, both on our part and on the part of our subcontractors, we reject any claims for compensation for non-delivery or late delivery. Force majeure shall be deemed to include total or partial shutdown of our supply plants, mobilization, war, strike, fire, the entry into force of import/export bans, etc.

Payments

Unless otherwise agreed, our invoices are payable net 30 days after the invoice date without discount. After notice of default, we are entitled to charge interest on arrears (usual current account interest rate of the major banks plus 1%) and reminder charges. Non-compliance with our terms of payment releases us from delivery obligations, but not the buyer from his obligation to accept.

Complaints

We only guarantee the quality of our goods to the extent that we will pay for manufacturing or material defects occurring within the contractually stipulated period by repair or replacement delivery at our discretion. We must reject claims for damages, cancellation of the purchase or reduction of the purchase price. Notification of defects must be made immediately after receipt of the goods, but within 8 days at the latest. In the case of hidden defects, the notification of defects must be made immediately after their discovery.

Warranty

Due to the versatility of our products and the fact that we cannot control their use, we cannot guarantee their durability.

Retention of title

The ownership of the delivered goods remains with us until full payment has been received.

Property rights

Patent and trademark rights as well as know-how and practical experience as expressed in drawings, samples and projects remain our property. It is not permitted to reproduce these or to pass them on to third parties.

Place of Justice

The common place of performance and jurisdiction for all rights and obligations arising from business transactions with us is Schwyz.