

General Terms and Conditions (TERMS) of Kindlimann AG in Tägerschen, valid as from 4 January 2021

1. Contract Conclusion

Our deliveries are made exclusively based on the following terms and conditions. The Purchaser's purchasing terms and conditions are expressly objected to here. They will not oblige us even if we do not object to them once again upon the conclusion of the contract. Our General Terms and Conditions will be considered as accepted at the latest upon receipt of the goods. Conclusions of the contract and agreements – in particular insofar as they amend these terms and conditions – become binding only through our written confirmation (incl. e-mail, fax etc.).

2. Prices

We reserve the right to make price adjustments, for example in the event of price changes of primary material and/or finished products through the supplying factory as well as upon exchange rate changes and upon new introduction or increase of taxes or other public charges up until the day of the delivery.

3. Conditions

Our invoices are payable within 30 days net or in accordance with special agreements. We reserve the right to charge default interest for late payments. In the case of payments, the already filled-in pay-in slips enclosed with the invoices must imperatively be used. The value added tax (VAT) is not included in the prices. An extra charge per inspection certificate 2.2 in accordance with EN 10204 will be: CHF 20. Per acceptance certificate 3.1 in accordance with EN 10204, this will be: CHF 35. Extra charges for fixation and mitre cuts will be charged upon request; in the case of fixed lengths, the remainder will be charged. A general lump sum order fee of at least CHF 10 will be charged.

4. Transport

The deliveries are generally made with the internal fleet of vehicles directly to the incoming goods department or to the building site. We charge 3,5 % of the value of the goods, but at least CHF 60 for each order, as the transport cost proportion (TRSP). For post, package service and packaging, we charge the costs effectively incurred. For unloading by crane up to a maximum radius of 9 metres (as far as possible), we charge CHF 20 for each upstroke. Other special transports resp. additional crane expenses will be invoiced in accordance with expense. A surcharge will be invoiced for time-limited deliveries. Each set-up position will be charged at CHF 8 for pipes/full material or CHF 2 for pipe accessories. The material in any case will travel for the Purchaser's account and at its risk. The Purchaser is obliged to confirm receipt of the delivery. If no confirmation of receipt is given by the Purchaser, the goods will be considered as delivered in accordance with our reference to the shipping documents and subject to our conditions.

5. Transfer of Risk

The risk will be transferred to the Purchaser upon the loading of the goods on to the means of transport. If the goods are shipped by post, the risk will be transferred to the Purchaser upon the handover of the goods to the parcel services provider.

6. Appointed Delivery Periods

Occurrences of force majeure, work stoppages in the supplier's factories or operational disruptions will discharge us from the obligation to comply with the indicated appointed dates. Claims for damages as well as the withdrawal from the contract based on the failure to comply with appointed delivery periods are excluded. Our appointed dates must be considered as approximate and non-binding.

7. Defects and Warranty

The Purchaser must submit notices of defects in writing within eight days after receipt of the goods in order to be valid. Defects that are not discovered within this period even upon a careful inspection must be notified in writing without undue delay after discovery, with immediate stoppage of any handling, however up until no later than within three months after receipt of the goods in order to be valid. We do not provide any warranty that the goods will be suitable for the planned intended purpose. Likewise, we do not provide any warranty for surface treatments. We reject all other claims, including claims for damages, rescissions of the contract or price reductions.

8. Liability

Unless provided otherwise in the contract or these TERMS, Kindlimann AG's liability is excluded to the extent permitted by law. The foregoing exemption from liability will also apply for the benefit of Kindlimann AG's employees, executive bodies and auxiliary persons.

9. Return Consignments

Return consignments may not be accepted without prior notification. Return consignments will be credited to an account with handling fees of at least CHF 50 or 30% of the value of the goods within three months. Handled, soiled or defective material will not be taken back. Packaging, set-up positions and cutting costs will not be reimbursed.

10. Data and Data Protection

The Purchaser agrees that its data may be stored and processed by Kindlimann AG and where necessary by third parties in Switzerland and abroad for the purpose of the implementation of the contract. Kindlimann AG warrants to the Purchaser that its data will be handled at all times in accordance with the applicable statutory data protection and data security provisions.

11. Legal Venue and Applicable Law

The legal venue shall be Münchwilen (TG). Swiss law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

12. Severability Clause

Should individual provisions of these TERMS prove to be invalid, ineffective or impossible to fulfil, this shall not adversely affect the validity, effectiveness and possibility to fulfil of the other parts of these TERMS. The Parties undertake in this case to replace the invalid, ineffective or impossible-to-fulfil part of these TERMS by a valid, effective and fulfillable provision that approximates most closely in terms of its content to the Parties' original intention.