

General Terms and Conditions (GTC)

General terms and conditions of sale and delivery of Emil Meier Metalldruckerei AG (EMMAG), Schweiz

This is a machine translation of the original German text.

1. General

The following general delivery and sales conditions apply exclusively to all orders. Deviating agreements, in particular contradicting purchasing conditions of the customer, are not binding for us unless they are confirmed in writing by EMMAG. Until the definitive order is placed, price offers are only valid with reservation. Orders are only considered accepted if they have been confirmed in writing by EMMAG. Oral or telephone agreements as well as changes to accepted orders are only valid if they have been confirmed in writing by EMMAG. The content of advertising brochures and catalogs as well as information in technical documents and warranties of properties are not binding without an express written agreement. The manufacturer reserves the right to deliver the goods. Assembly and operating instructions are only included in the scope of delivery if they are provided by the manufacturer.

2. Prices

Prices apply ex works EMMAG, excluding packaging. The price basis is based on today's raw material and wage costs. If these costs change by the agreed delivery date, the price valid on the day of delivery will be charged. Unless otherwise stated, the prices are for 1 piece. The minimum purchase value per order is CHF 150.00 (excl. VAT); for export orders this amount increases to CHF 300.00 (excl. VAT).

3. Packaging and shipping

The costs for shipping and packaging will be billed separately. Shipment takes place without a special agreement ex works EMMAG and therefore at the expense and risk of the customer. Shipping regulations will be taken into account whenever possible. In particular, EMMAG assumes no liability for damage in transit. Transport damage must be reported to EMMAG in writing by the customer within 5 days of receipt of the goods, enclosing a report from the transport company. Repairs or changes to the delivered goods may not be carried out at the expense of EMMAG without the written consent of EMMAG.

4. Delivery times

The delivery times are given in offers and order confirmations to the best of our judgment, but without any obligation for us, and are understood to be ex works EMMAG. Failure to comply does not entitle the customer to cancel the order or to assert claims for delay, non-delivery or late delivery. Events of force majeure, war, mobilization, operational disruptions, strikes and barriers, lack of raw materials or lack of electrical energy, etc. entitle EMMAG to cancel delivery obligations in whole or in part, depending on the extent of the predicament.

5. Retention of title

All goods delivered by EMMAG remain the property of EMMAG until all claims arising from the delivery have been met in full. If the buyer does not accept the goods at the agreed location or within the agreed acceptance period, EMMAG is entitled, at its own discretion, to either withdraw from the contract or to demand immediate payment for the goods, even if they have not yet been accepted. In the latter case, the goods are stored at the buyer's expense and risk. EMMAG is entitled to the same rights if, in the case of a sale on call, the goods are not called up in the intended manner and time.

6. Liability for defects

EMMAG reserves the right to increase or decrease quantities compared to the order quantity. Complaints must be made in writing within 10 days of receipt of the goods. In the case of replacement deliveries, we will replace the defective material free of charge and carriage paid. Further claims such as conversion, reduction in price, compensation for damage, lost profit, contractual penalties, loss of production, wages, etc. are excluded. Any liability on the part of EMMAG for breach of contract, impossibility of performance, delay in delivery, warranty or any other legal reason is excluded to the extent permitted by law. Under no circumstances are the buyer entitled to compensation for damage that did not occur on the delivery item itself, such as production downtime, loss of use, loss of orders, claims by third parties, lost profit and other consequential and indirect damage. EMMAG accepts no liability for consequential damage caused by defects. Defective partial deliveries cannot give rise to any rights in relation to the remaining partial deliveries. The warranty obligation is subject exclusively to substantive Swiss law ("Swiss Code of Obligations").

7. Copyright

If deliveries are made based on drawings, samples or other information provided by the customer and if this violates the patent, design or trademark rights of third parties, the customer is liable to EMMAG for any damage and loss of profit. Own drawings, parts lists, etc. remain the property of EMMAG and may not be passed on to third parties.

8. Payment terms

Invoices are payable within 30 days net from the date of the invoice. Discounts are not recognized. The customer is not entitled to withhold or offset payments, not even because of complaints. The customer is in default without a reminder. EMMAG is entitled, without prejudice to further claims, to charge default interest of 8% for each month or part thereof that the payment is exceeded. If the customer's economic situation changes, if the customer is in default of payment or if the customer's creditworthiness is no longer or no longer there, EMMAG is entitled to make the outstanding claims due immediately.

In this case EMMAG is not obliged to make any further deliveries from any current contract. In the event of default in payment, our extrajudicial collection charges are to be borne by the debtor; in addition, we are entitled to offset payments against invoices, interest and default interest in their chronological order at our discretion, even if we are notified to the contrary. Checks and bills of exchange are not accepted. The goods remain the property of EMMAG until all claims due from the conclusion of an order to the customer have been fulfilled. The customer is entitled to resell the goods in the course of his normal business operations. Extraordinary dispositions, such as pledging, security transfers, are not permitted. Access by third parties to the goods delivered under retention of title must be reported to EMMAG immediately. The purchaser hereby assigns to us the claims of the purchaser against his customers obtained through the sale of the goods as security until the purchase price claim has been paid in full. The authority to collect this claim against third parties from delivered goods subject to retention of title is deemed to have been expressly transferred to EMMAG.

9. Place of performance and jurisdiction

EMMAG reserves the right to adapt or change these terms and conditions at any time. The ineffectiveness of individual provisions of these terms and conditions or the delivery contract concluded with the customer does not affect the validity of the remaining provisions. This contract and all legal relationships between the parties are subject to Swiss law to the exclusion of the UN Sales Convention (CISG). Subject to mandatory legal provisions, Adliswil / ZH, Switzerland, is the place of performance and jurisdiction. In any case, we reserve the right to prosecute the buyer at his seat or residence.

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