

1 Offer

Our offers are always subject to change.

2. Order confirmation

Acceptance of the order only becomes effective upon written confirmation, which we issue exclusively on the basis of these sales and delivery conditions.

3. Delivery time

The delivery times stated are approximate and non-binding. Delivery options remain reserved.

4. Force majeure

Force majeure is an external, unforeseeable event that cannot be prevented or prevented in a timely manner even by applying reasonable care and technically and economically reasonable means, for which we are not responsible. These include, in particular, natural disasters, terrorist attacks, strikes and lockouts (to the extent that the lockout is lawful), war, lack of workers, energy or raw materials, epidemics and pandemics and sovereign/official measures in connection with these events. We are not liable for impossibility or delay if it is due to force majeure or another event that was not foreseeable when the purchase contract was concluded. These General Terms and Conditions come into force at a time when a force majeure event already exists, namely a SARS-Covid pandemic, the worldwide duration and effects of which cannot be foreseen. If we are prevented from fulfilling our contractual obligations in whole or in part as a result of this SARS-Covid pandemic or as a result of further sovereign/official measures due to the SARS-Covid pandemic, the contractual obligations will no longer apply for the duration of the hindrance.

5. Prices

The prices are ex our warehouse and are always non-binding - as are all dimensions, contents, weight, and other information.

6. Shipping

Shipping takes place from our warehouse at the expense and risk of the recipient or purchaser unless otherwise arranged. Shipments that arrive in a damaged condition are only to be accepted after the transport company has previously determined the damage and expressly with reservations.

7. Warranties and notices of defects

Complaints or notices of defects will only be taken into account if they are received in writing within 8 days of receipt of the goods. Under no circumstances does the purchaser have the right to offset or withhold our invoice amounts. This also applies in the event that the customer complains about the delivery item. The customer must take special action because of such claims. Other provisions always require our written consent. For defects in the delivery or if guaranteed properties are missing, the purchaser is only entitled to a free replacement of the defective parts or free removal of the defect. If, in the seller's opinion, the defect cannot be remedied by repairing or replacing parts, the purchaser can only demand the return of the delivery item without being able to assert other claims, in particular for indirect damages. Returns will only be accepted if an agreement has been made in advance. If goods delivered by us are rightly complained about, we can, at our discretion, either deliver a replacement or credit the equivalent value. The prerequisite for this is that the goods are returned freight-free. Further claims are excluded in any case. Claims made to us from possible refund claims may not be assigned to third parties. In principle, all goods must be sent to us postage paid and packaged, even within the guarantee period. It is the purchaser's duty to check whether the goods ordered or proposed by us are suitable for the purpose intended by the purchaser; we assume no liability for suitability.

8. Payment

Payment must be made in accordance with the agreements made. In the event of late payment, the buyer will be in default without further reminder. In this case, subject to further rights, interest of 2% above the respective bank discount rate can be charged. In addition, we have the right to cancel the delivery contract and demand immediate payment of all outstanding invoices, including those that are not yet due.

We can make deliveries to buyers we do not know against advance payment or cash on delivery. An address and creditworthiness check is carried out to decide whether delivery can be made against invoice. The personal information relevant to order and payment processing can be transmitted to the Swiss association Creditreform Gen and also to partner companies. The [Creditreform \(DSE\) data protection declaration](#) applies to this. By selecting the invoice payment method, the user consents to the credit and risk check.

Our representatives are generally not authorized to accept payments.

9. Place of performance and jurisdiction

Place of delivery and payment is CH-6052 Hergiswil. The place of jurisdiction is Stans, regardless of the amount of the amounts. The Commercial Court of the Canton of Nidwalden

is responsible for all disputes that arise directly or indirectly from the contractual conduct, as well as for claims on bills of exchange and for claims arising from property rights. The seller is also entitled to sue at the buyer's headquarters.

10. Retention of title

All deliveries are subject to retention of title. The delivered goods remain the property of the seller until the purchase price and all, including future claims, that the seller acquires against the buyer from the business relationship have been paid in full.

The buyer hereby assigns his claims from a resale of the reserved goods to the seller in the amount that corresponds to the value of the reserved goods. If the resale takes place together with other goods that do not belong to the seller at a total price, the buyer hereby assigns his claim from the resale to the seller in the amount that corresponds to the value of the reserved goods. The value of the reserved goods within the meaning of this provision is the seller's invoice value plus a security surcharge of 20%.

The seller determines the rank of an assigned partial amount within the scope of the total claim owed to the buyer.

The buyer is only entitled and authorized to resell the reserved goods on the condition that the purchase price claims, and other compensation claims are transferred to the seller. The buyer is not entitled to make any other disposals over the reserved goods (including their use and assignment as security) or to other disposals over the claims that he has assigned and must assign to the seller (including their assignment, assignment as security and use). The seller authorizes the buyer to collect the claims from the resale, subject to revocation. The seller will not make use of his own authority to collect as long as the buyer meets his payment obligations. Upon request, the buyer must name the debtors of the assigned claims and notify the seller of the assignment. The seller is hereby authorized to notify the debtors of the buyer's assignment.

11. Written procedure

All verbal and telephone agreements, as well as agreements by e-mail and fax, but also all written determinations by representatives or agents of the seller are only of a preliminary nature and require written confirmation from the seller in order to be binding. The purchaser is bound to an order placed until a factual response to the order is received.

12. Test sales

Devices that we deliver as a sample or on commission with an express right of return can only be taken back if they are not damaged or dirty.

13. Severability clause

Even indulgence exercised several times in the handling of our conditions of sale should not be deemed to be an agreement that the buyer is entitled to contravene them in any respect. The invalidity of individual provisions does not affect the effectiveness of the remaining provisions of these sales, delivery and payment conditions.

Hergiswil, April 19th, 2024