

GENERAL TERMS AND CONDITIONS OF SALE

1. All orders are accepted and carried out on the basis of the provisions below. By placing orders, party ordering acknowledges these General Terms and Conditions of Sale to the exclusion of any and all other terms and conditions. They shall also apply in the event that the Supplier unreservedly effects delivery regardless of having knowledge of conflicting or deviating terms and conditions of the party ordering. Any verbal ancillary agreements shall not be binding upon the Supplier unless rendered in writing.
2. Deliveries of quantities in Switzerland in excess of 75 kg will be effected franco domicile. For consignments below this amount, the freight costs incurred will be charged. All products are transported at the Purchaser's risk; any claims for damage in transit (e.g. short amounts, breakage etc.) are to be filed by the recipient with the freight forwarder.
3. Invoices are payable net within 30 days as from the invoice date without any cash discounts to be taken. Any unjustified cash discounts taken will be subsequently charged to the Purchaser's account. In the event of late payment, the Purchaser will be invoiced for the statutory default interest of a minimum of 5% payable from the invoice due date upon being issued a dunning notice. Each delivery shall constitute a separate transaction with regard to payment. The Purchaser shall not be entitled to offset any claims of the Supplier for amounts outstanding against any counterclaims against the Supplier.
4. The Supplier warrants the proper composition of the products supplied by it and their suitability expressly for their designated purpose. Any other guarantee shall be deemed to be precluded, namely with regard to
 - the downstream processing of the products and the resulting work product;
 - the continued existence of a warranted characteristic present in the experience of the Purchaser however not recognized by the Supplier or considered by it to be secondary and therefore not an expressly warranted characteristic of the product;
 - using the product on a prepared or unprepared substrate material that is only similar or related to the substrate material specified in the warranted characteristics;
 - using the products for a purpose not known or foreseeable to the Supplier. Claims for defects immediately detectable may only be asserted prior to applying or mixing the product, however no later than eight days upon receipt of the product. However, any such notification of defects shall not release the parties hereto from adherence to the delivery and payment conditions. In no event shall the Purchaser be entitled to assert any claims for any compensation for any damage whatsoever which does not arise directly in the products supplied as such, this including but not being limited to production delays or down times, loss of use, loss of business, non-realized profits, or any other pecuniary loss) as well as any and all other incidental, special, indirect or consequential damage. Warranty claims due to product defects are subject to a limitation period of one year subsequent to their use by the Purchaser, after which time such claims shall become null and void. Where the use of the product does not take place within six months upon receipt thereof, the one-year warranty period shall commence upon the delivery date of the product. As for paint and coating products that according to the Supplier's technical specifications may not be stored for a period exceeding six months, the warranty period shall commence upon the lapse of the storage period specified in the technical specifications. The application engineering advice provided by the Supplier orally and in writing is given to the best of the Supplier's knowledge and belief and in good faith, however it is supplied without any commitment on the Supplier's part and does not release the Purchaser from its obligation to conduct its own testing of the products supplied by the Supplier for their suitability for the processes and purposes intended by it.
5. All items supplied by the Supplier shall remain the Supplier's sole property until all outstanding obligations owing to the Supplier have been satisfied in full.
6. Any and all events and circumstances beyond the Supplier's influence and control shall be deemed to constitute force majeure and shall release the Supplier from any and all liability under warranty and supply/ delivery obligations.
7. The place of performance and venue for both parties for the rights and obligations is BERNEN.

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