

§1 GENERAL PROVISIONS

Our offers submitted, goods delivered and services rendered shall be governed exclusively by the Terms and Conditions set forth below. Any terms and conditions of Purchaser shall only apply to the extent that they do not conflict with the Terms and Conditions set forth below. Any special agreements and collateral agreements shall only apply to the extent confirmed by us in writing. All offers shall be non-binding, i.e. we reserve the right to accept or reject the order based on the offer. Orders shall be deemed accepted by written confirmation after clarification of all details.

As a rule, our prices are fixed prices excluding VAT. In the event of any changes in the cost situation, however, we reserve the right to charge the prices applicable as of the date of delivery. Excess and short deliveries shall be permitted up to 10% of the ordered quantity. Part deliveries shall be permitted as well.

§2 TERMS OF PAYMENT

In the absence of a written agreement to the contrary, payments shall be due in full within 30 days net of the invoice date. Retention of payments based on any claims of Purchaser whatsoever as well as setoff against counterclaims shall be excluded.

§3 RESERVATION OF TITLE

We reserve the title to the goods delivered until full payment of all claims. Purchaser hereby authorises us to have this reservation of title entered into the register.

§4 SHIPPING AND INSURANCE

Shipping will be made by us using suitable means of transportation selected at our discretion at the risk and for the account of Purchaser. Taking out insurance against all types of damage shall be incumbent upon Purchaser. In the event of damage to or loss of the delivered item, Purchaser shall notify the haulage company and the insurance provider and shall send us a copy of the notification.

§5 DELIVERY DEADLINES

The indicated delivery deadlines shall be non-binding. Failure to meet the delivery deadline shall only entitle Purchaser to withdraw from the contract if the delivery is still not carried out after expiry of reasonable deadlines set in writing. In this case, any claims for compensation by Purchaser shall be excluded. In particular, we accept no responsibility whatsoever for any delays caused by unforeseeable events, such as force majeure events, shortage of raw materials, embargos, operational interruptions, strikes, mobilisation or war. Purchaser shall not be entitled to assert any claims based on such events.

§6 DRAWINGS AND DOCUMENTS

Our suppliers and/or we retain the sole right of ownership and copyrights to all drawings and drafts. The above-mentioned documents are entrusted to Purchaser personally and may neither be made available to third parties nor copied. They shall be returned upon our request.

§7 PACKAGING, SHIPPING, SMALL-QUANTITY SURCHARGE

Packaging will be charged along with the postage. The packaging will not be taken back. For the delivery of small quantities not exceeding an invoice amount of CHF 25.00, we will charge a surcharge of CHF 10.00 to cover the costs.

§8 BENEFIT AND RISK

The benefit and risk shall pass on to Purchaser upon readiness for collection or shipment at the factory or warehouse at the latest, even if the delivery is made carriage free, CIF, FOB or a similar term.

§9 COMPLAINTS, WARRANTY AND LIABILITY

Complaints shall be lodged within 7 days of delivery; otherwise, the delivery shall be deemed accepted. Consignments with visible transport damage must be accepted. Upon receipt of the goods, a reservation, including a description of the damage, shall be attached to the freight documents and signed by the carrier. The haulage company shall be made liable for the damage within the applicable deadline. If complaints for visible damage are not lodged without delay, the delivery shall be deemed accepted. Liability for the quality of the material and for proper workmanship will only be accepted to the effect that the defective components are replaced. Any claims going beyond that will not be accepted. Returns shall only be permitted by prior arrangement. Apart from that, the warranty terms of the respective manufacturers shall apply on a case-by-case basis.

§10 IMPORT/EXPORT OBLIGATION

To the extent that the export of the delivered item is prohibited by the Import and Export Section of the Swiss Federal Department of Economic Affairs, this prohibition shall pass on to Purchaser and shall be imposed upon the respective purchaser on every resale of the item.

§11 PLACE OF PERFORMANCE AND JURISDICTION

The place of performance for deliveries and payments and the place of jurisdiction for any disputes shall be 8404 Winterthur for both Parties. Swiss law shall apply.

§12 FINAL PROVISIONS

For the sale of the goods and services specified in the online shop of Spectra (Schweiz) AG., the General Terms and Conditions shall apply exclusively in the version valid at the time of the respective conclusion of the contract. These terms and conditions shall apply in particular even if they should differ from those of the customer. Should individual provisions of these GTC be or become invalid, this shall not affect the legal validity of the remaining provisions. Spectra (Schweiz) AG reserves the right to amend these General Terms and Conditions at any time.

Stand January 2022