

General Terms and Conditions of Sale and Delivery (GTC)

(In the event of any ambiguity arising from the English version of the GTC, the German version of the GTC shall apply in all cases)

1. General

SKA provides its services based on these General Terms and Conditions of Sale and Delivery.

General terms and conditions of the orderer shall not apply, even if the orderer refers to such.

Amendments and supplements to these General Terms and Conditions of Sale and Delivery must be made in writing.

2. Conclusion of contract

Offers without a time limit for acceptance are non-binding.

SKA accepts orders without engagement.

The contract with the orderer shall only come into effect upon receipt of the written order confirmation from SKA. In case of immediate deliveries the invoice can replace the order confirmation.

Deliveries and services are listed conclusively in the order confirmation.

3. Brochures, catalogues, printed matter

Information contained in catalogues, promotional literature and other general information is non-binding. Details in technical documents shall only be binding insofar as they are expressly guaranteed.

4. Prices / minimum order value

The prices listed in the written order confirmation shall be understood to be fixed prices plus the statutory value added tax.

For orders which do not reach the SKA minimum order value, a corresponding surcharge will be charged.

5. Delivery dates / delay / call orders

The delivery dates are informative. The delivery date may be postponed accordingly if obstacles occur which SKA cannot avert despite due care. The orderer shall be informed by SKA about the beginning and end of such circumstances as soon as possible.

The non-observance of delivery dates does not entitle the orderer to claim compensation.

As far as it has been agreed with the buyer that within a fixed period of time a agreed delivery quantity has to be delivered (blanket order) and the orderer is entitled to determine the delivery date for partial deliveries, the partial delivery quantities are to be called off at SKA at least 8 weeks before the desired delivery date. After expiry of the completion period, but at the latest 20 months after the confirmed blanket order, SKA may deliver and invoice the quantity not yet called off.

6. Packaging / shipping

The type of packaging and the selection of suitable packaging materials shall be left to SKA.

Unless otherwise stated, shipment shall be EXW (ex works Stachen) and transport or postage costs, express fees, as well as costs for packaging and one-way pallets shall be charged to the orderer.

7. Terms of payment

Unless otherwise agreed, invoices from SKA are to be paid without deduction at the latest on the 30th day after date of invoice. If the orderer does not meet the agreed date of payment, he shall be liable to pay interest on arrears from the due date without a reminder.

8. Retention of title

SKA shall remain the owner of the delivered goods until they have been paid in full.

9. Transfer of benefit and risk

Benefit and risk shall pass to the orderer upon departure of the delivery from SKA's warehouse.

10. Inspection and acceptance

The orderer shall inspect the deliveries of SKA within 5 working days after receipt and shall to notify SKA in writing of any defects within this period.

If he fails to do so, the deliveries and services of SKA – subject to any hidden defects – shall be deemed approved.

11. Returns

Returns shall only be accepted after prior agreement with SKA. SKA reserves the right to charge the orderer a part of the value of the goods, depending on the condition of the returned goods.

Custom-made products and articles which SKA does not stock will not be taken back.

12. Warranty

The warranty period shall be 18 months from the date of commissioning, but no longer than 24 months from receipt of the goods.

In case of timely notification of any defects, SKA undertakes to rectify defects within a reasonable period of time while excluding the right to cancellation or reduction in price, insofar as SKA is responsible for the defects.

Excluded from the warranty and liability are damages which are not the result of material defects, e.g., normal wear and tear, improper installation, inappropriate use or load, lack of maintenance, force majeure or other reasons for which SKA is not responsible.

13. Exclusion of further liability

The orderer shall have the rights stated in item 12 due to defects in deliveries and services of SKA.

Any further claims of the orderer, in particular claims for reduction or withdrawal from the contract are excluded. The orderer shall not be entitled to compensation for damages which have not occurred to the delivery item itself. The mandatory provisions of the Swiss Product Liability Act shall remain reserved.

14. Amendment of these GTC of Sale and Delivery

SKA reserves the right to amend these General Terms and Conditions of Sale and Delivery at any time.

15. Applicable law and place of jurisdiction

The contractual relationship shall be governed by Swiss law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for both parties shall be Arbon. SKA may also take legal action against the orderer before the competent courts at his registered office/place of residence.

16. Severability clause

Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions.

Stachen, November 4, 2024