



Läderach PROFESSIONAL

General Terms and Conditions, Läderach (Schweiz) AG, Ennenda

Valid from January 2020

1. General information / scope

These General Terms and Conditions apply to all contracts on the sale of products and the provision of services between Läderach AG (hereinafter referred to as the "Vendor") and its customers in Switzerland and Liechtenstein. Any special contractual agreements between the parties have priority. By placing an order for products and services, the customer recognises the General Terms and Conditions as a binding part of the contract. Provisions which deviate from the General Terms and Conditions shall only be deemed to be valid if and insofar as the Vendor has approved these in writing. Any general terms and conditions of business, purchase, delivery or any other terms and conditions of the customer do not apply.

2. Conclusion of the contract

The customer may place product orders with the Vendor in writing, electronically or by phone. The orders must contain the following information in relation to each product ordered: (a) item number, (b) customer number, (c) quantity of order units and (d) desired delivery date. Prices are based on the respective price lists or quotes issued by the Vendor. An order shall be deemed to be accepted if the Vendor has not objected to this within two working days. Quotes are non-binding.

3. Prices

Provided no deviating written agreements have been made between the parties, prices are based on the price list. A new price list will replace all previous price lists. Prices may be changed at any time without prior notice (raw material price, political changes, taxes, fees, charges and shipping costs, etc.). If the costs on which the cost calculation is based should change between the conclusion of the contract and delivery, the Vendor is entitled to adjust the prices stated in the order confirmation before final completion of the order assigned to it. The Vendor offers its customers discounts based on the current conditions of sale. The customer is not entitled to any additional price reductions or refunds.

4. Business hours

Monday to Thursday 8 a.m. to 12 noon, 1 p.m. to 5 p.m.
Friday and before 8 a.m. to 12 noon, 1 p.m. to 4 p.m.
public holidays

4.1 Contact information

verkauf@laderach.com
+41 55 645 44 44

Our answering machine and e-mail addresses are active outside of business hours.

5. Orders

Orders received by 3 p.m. will be delivered three working days later. Please note that deliveries to peripheral areas and outside of Switzerland may take one to two working days longer.

Customer numbers and item numbers must be held ready for orders (see section 2). This helps to avoid any misunderstandings. The order units on the price list are binding.

5.1 Order changes

Once the order has been received, any desired changes can only be taken into consideration if the preparation work has not advanced too far for the Vendor to approve said changes. The costs of any preparation work already performed will be charged to the customer in full.

6. Delivery

Transportation will be organised and provided by the Vendor. Delivery will take place by post or by lorry. The delivery method will be stated on the order confirmation. The minimum order quantity is one box or three trays. There is no minimum order value. From an order value of CHF 200 per delivery address, the Vendor offers free home delivery; for orders below CHF 200, a flat-rate complexity supplement of CHF 15 will be charged. This also applies to additional deliveries. The delivery contains the legally required product declarations, mainly on ready-made labels. The Vendor and its logistics partners are committed to guaranteeing an optimum delivery service with regard to climate control and care for products. Goods mistakenly ordered by the customer and which have already been delivered cannot be returned and refunded for reasons of quality assurance. However, if the customer insists on returning these, the goods will be taken back free of charge upon the next delivery, but no refund will be provided.

6.1 Delivery times

The delivery time begins upon acceptance of the order by the Vendor and after all delivery details have been clarified. The delivery time will be extended as appropriate:

- if details required to execute the order are not supplied to the Vendor in due time or if these are modified subsequently by the customer;
- if payment terms are not complied with or the required advance payment is not received by the Vendor in due time; or
- if obstacles arise which the Vendor cannot avert despite exercising the necessary due care, irrespective of whether these affect the Vendor, the customer or a third party. Such obstacles primarily include events of force majeure (epidemics, pandemics, mobilisation, war, unrest, natural disasters, etc.), major operational disruptions, accidents, work conflicts, delayed or incorrect supply of the required raw materials, semi-finished or finished products, official measures or omissions.

If delivery times cannot be complied with as per the Vendor's delivery schedule due to the above-mentioned obstacles, the Vendor is entitled to deliver the ordered goods to the customer after the obstacles to delivery have been eliminated or to rescind the contract without incurring any liability for compensation. The Vendor will refund the customer any payments already made where necessary. The Vendor will not assume any liability for the undeliverability or delayed delivery of ordered goods owing to the customer having provided an incorrect delivery address or the recipient being absent. In the event of a delay in delivery or an incomplete delivery, the customer is not entitled to waive subsequent performance, rescind the contract or demand compensation.

7. Storage

Unless specific instructions have been given or special storage is required (e.g. deep-frozen), all products must be stored at a temperature of between 16 °C and 18 °C, in a dry, odour-neutral environment. The optimum humidity is 50%. Any variation on this will damage the products and the Vendor cannot be held responsible for the resulting loss or damage. The Vendor is entitled to check compliance with quality requirements at any time.

8. Payments

The payment term is 30 days net. The customer is not entitled to apply a discount. Under no circumstances will any defects in the delivery item entitle the customer to refuse to make the outstanding payments; however, the customer is entitled to the rights specified in section 8.1. The Vendor has the right to request advance payment from the customer without providing any reason.

8.1 Default of payment

If the customer fails to comply with payment terms, the customer will be required, without a separate reminder, to pay default interest at the interest rate for unsecured overdrafts prevailing at the registered office of the Vendor plus 1% as of the date when the payment is due. The right to assert further damages due to delay remains reserved. New orders are generally only carried out if invoices for prior deliveries have been paid in full and on time. The Vendor reserves ownership of the ordered products until the purchase price has been paid in full.

9. Guarantee

The Vendor provides a guarantee for the delivered products. The usual tolerances accepted in the industry remain reserved. The guarantee period expires on the printed expiry date.

9.1 Notice of defects

The customer is obliged to check the ordered goods immediately on receipt and to report any defects identifiable at this point to the Vendor in writing within 24 hours. The Vendor will only be liable for defects identified after this point insofar as it receives written notification to this effect immediately after the identification of said defect, but no more than 14 days after delivery. The customer will make the disputed goods available to the Vendor for inspection at any time. Disputed goods must be returned with the original label. Where product defect claims are timely and justified, the Vendor will supply a non-defective substitute within a reasonable period of time. The customer is not entitled to cancel the order or request compensation or a price reduction. The Vendor will be released from all liability if the defect is due to improper storage¹ of the product by the customer. If notification is delayed, deliveries shall be deemed to be approved, thus rendering any guarantee void. Any further guarantee claims of the customer are – to the extent permitted by law – explicitly excluded.

10. Withdrawal

Changes in the customer's circumstances such as payment difficulties, cessation of payments, death, the initiation of debt enforcement proceedings, etc., entitle the Vendor to immediately withdraw from any performance obligations. This will render all relevant outstanding claims against the customer due immediately.

11. Limitation of liability

Any claims not resulting explicitly from these General Terms and Conditions are excluded. The Vendor is liable only for loss or damage proven to be due to intent or gross negligence. It does not assume any liability in cases of force majeure or where stocks of items are limited. All products and declarations are issued in conformity with Swiss law. Liability for consequential damage is excluded to the extent this is not prohibited by mandatory product liability regulations.

12. Offsetting

Any offsetting of costs with disputed claims against the Vendor by the customer is excluded.

13. Data protection

The data necessary for processing the transaction is stored and, as part of the execution of the contract, disclosed to the company commissioned with delivery. Otherwise the stored data will not be disclosed to third-party

companies with the exception of credit rating agencies and for the collection of receivables. The data will be used for customer service within the Vendor. The Vendor may send order-related and any other correspondence electronically. Express reference is made to the security risks associated with the transmission of data via e-mail over which the Vendor has no influence, such as virus transmission, damage to data, loss of data or third-party access. By placing an order, the customer authorises the Vendor to send documents and other data electronically and using unencrypted e-mails.

14. Intellectual property rights

The Vendor and/or companies affiliated with the Vendor retain all rights and interests in all intellectual property rights, such as trademark rights, copyrights, domain names or trade secrets. If the Vendor is working on the basis of customer guidelines, the customer guarantees that these guidelines do not violate any third-party rights. The customer will cover any loss or damage and any costs incurred by the Vendor in connection with this.

15. Place of jurisdiction / applicable law

For any disputes arising from the fulfilment and/or interpretation of this contract, the parties elect Glarus (Switzerland) as the place of jurisdiction and declare Swiss law to apply. The Vendor reserves the right to take legal action against the customer at the court in the customer's place of residence/registered office or branch.

16. Concluding provisions

Should one of the provisions of these General Terms and Conditions be or become invalid, this will not affect the validity of the rest of the contract. The contracting partners are obliged to replace the invalid provision with a provision which most closely reflects the economic intent of the original. These General Terms and Conditions will enter into effect as of 1 January 2020. These General Terms and Conditions replace all previous General Terms and Conditions of the Vendor. The Vendor reserves the right to make changes to these General Terms and Conditions at any time. The customer will be notified of these changes in writing or in another suitable manner, and these changes shall be deemed to be approved where no objection has been made within one month of notification of the respective change.

¹ Subject to the prerequisite of suitable storage as defined in section 7.

Läderach
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