

TERMS AND CONDITIONS OF SALE AND DELIVERY FROM DERUNGS LICHT AG

Status: 01th February 2020

1. Offers and Prices

- Our offers are generally subject to change, unless a period of validity has been expressly agreed, and subject to prior sale.
 - Documents such as drawings, drafts, diagrams, etc. that are enclosed with our offers shall remain our property and may not be copied or made available to third parties without our written consent.
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2. Orders

- By placing an order, the ordering party accepts these Terms and Conditions of Sale and Delivery.
 - Following receipt of our confirmation of order, cancellation and modification of the order are only possible with our written approval.
 - Delivery must be taken of goods ordered to be delivered on demand within the fixed delivery period. Following expiry of this deadline, we reserve the right to issue an invoice for the goods and charge warehousing costs.
 - A surcharge of CHF 25.– shall be imposed for small quantities up to a net goods value of CHF 100.–.
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3. Delivery Periods

- We shall do everything in our power to adhere to the delivery periods quoted. However, we must exclude any possible compensation claims or cancellations of orders in the case of non-compliance with deadlines.
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4. Delivery

- Our deliveries shall be made in packaged form ex works Gossau (Incoterms 2000).
 - Any additional costs incurred special packaging or transportation shall be invoiced separately.
 - In the case of deliveries by truck, the signature of an employee of the recipient shall serve as confirmation that the entire order was received in perfect condition.
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5. Product Modifications

- We reserve the right to make technical and formal design modifications to the products represented and described in our sales documentation.
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6. Complaints

- Consideration can only be given to short supply, incorrect deliveries or any possible defects if written notification is given within a period of 8 days following receipt of the goods.
 - Repairs or modifications to the goods supplied may not be carried out at our expense without our written consent.
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7. Warranty

- The warranty for lights is two years for mechanical parts and five years for electronic components following delivery and shall be restricted during this period to defects in respect of materials, design or construction which can be proved to be attributed to the supplier.
 - All further warranties or compensation payments shall be excluded. We shall not assume the costs of dismantling and remounting lights or their component parts.
 - In addition, we shall not provide a warranty for material that was modified or repaired by the ordering party or a third party, or if the supplier's operating instructions were not adhered to.
 - Neither shall the warranty cover bulbs and lights that we produced in accordance with constructions or models provided by the ordering party. Should the Power Current Inspectorate demand testing or modification of such material, all costs arising in this connection shall be borne by the ordering party.
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8. Transport Damages

- The goods are always forwarded at the recipient's risk.
 - We would be pleased to take out individual transport insurance and invoice the costs incurred.
 - Any damages occurring must be reported to us immediately following receipt of the goods together with a written letter specifying the transport company for the purpose of drawing up a certificate of damage.
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9. Consignments of Samples

- Samples shall only be taken back in perfect, new condition and in the original packaging.
 - Samples shall be invoiced automatically.
 - Luminescent materials shall not be taken back.
 - In the case of returned goods, the provisions of Fig. 10 (Returned Goods) shall always apply.
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10. Returned Goods

- We shall only be able to accept returned consignments following prior agreement. In this case, the goods must be returned CIP Gossau (Incoterms 2000).
 - Material that has already been paid for, including material that was originally purchased as a sample, can only be credited to a maximum of 90% of the net value of the goods, or alternatively a minimum of CHF 20.– shall be deducted for expenses incurred. In addition, the packaging and forwarding costs shall be withheld.
 - Any original packaging, fixing means and small accessories that are missing as well as any freshening up costs incurred shall be deducted from the credit note at cost price.
 - Individual or special fabrications, as well as standard models that were modified at the customer's request and incandescent and discharge lamps cannot be taken back under any circumstances.
 - Wall rails can only be taken back in standard lengths.
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11. Terms and Conditions of Payment

- Our invoices are payable within 30 days, free from any deductions. Any other terms and conditions of payment must be agreed with us in writing.
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12. Subsidiary Agreements

- Any agreements other than those contained in these Terms and Conditions of Sale and Delivery shall only apply if they have been agreed in writing.
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13. Tenders

- Should these Terms and Conditions of Sale and Delivery conflict with tender provisions, said Terms and Conditions of Sale and Delivery shall take precedence.
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14. Reservation of Ownership

- The goods supplied shall remain our property until such time as payment has been made in full.
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15. Law of Obligations

- Insofar as these Terms and Conditions of Sale and Delivery do not contain any special regulations, the provisions of the Swiss Law of Obligations shall apply.
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16. Place of Performance and Jurisdiction

- Place of performance and jurisdiction is 9200 Gossau in Switzerland.
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17. Advanced Recycling fees (ARF)

- Prices do not include local recycling fees.