

Terms & Conditions

EFCO Fixing Technology Ltd
8606 Nänikon · Switzerland

- 1. General information**

The following terms and conditions apply for every order. Changes in these terms and conditions and promises or side agreements are only binding for EFCO Fixing Technology Ltd (hereinafter referred to as EFCO) if they have been confirmed by EFCO in writing. The customer accepts the EFCO terms of delivery upon placing an order.
- 2. Product and service line**

All of the EFCO quotations are non-binding and subject to change.
- 3. Prices and payments**

The selling price valid on the delivery date or, for repairs, the valid rate at the time the order is executed. EFCO reserves the right to adjust the prices of discount rates and change them as a result of changes in the market conditions.

Payment must be made as agreed on or in accordance with the terms printed on the invoice. We reserve the right to charge default interest if the payment deadline is not met.
- 4. Delivery**

The shipments are made at the cost and risk of the recipient. EFCO shall choose the mode of shipment. Postal costs, packaging, and additional services will be charged to the purchaser. Partial deliveries are permitted.

The minimum order value for invoicing is CHF 50.00. For merchandise deliveries below this value, a small-quantity surcharge will be added.

The specified delivery deadlines apply conditionally and are subject to unforeseen circumstances. Particularly force majeure, war, strike, operational stoppages, production restrictions, damage to production facilities, non-delivery or delivery delay by a supplier, actions or injunctions by public authorities, and similar unforeseen events shall release EFCO from the fulfilment of any signed contracts by the agreed delivery deadline. Missed deadlines do not provide the purchaser with grounds to withdraw from the contract or demand compensation for damages.

EFCO shall be authorised to withdraw from the contract if the purchaser's financial situation has deteriorated before the delivery deadline to the extent that it appears unlikely according to information obtained by EFCO that the payment obligation will be completely fulfilled.
- 5. Notification of defects and complaints**

Notification of defects of an external nature will only be taken into account for eight days following receipt of our shipment. Complaints due to incomplete or incorrect deliveries must be reported to us in writing within eight days of receipt of the order.

6. Warranty, guarantee

EFCO guarantees the product features for retail goods promised by their suppliers in terms of the statements and recommendations made in the latest edition of the EFCO catalogue or the EFCO brochures. EFCO will eliminate any defects by repair or replacement at the purchaser's choice for any delivered products having manufacturing or material defects which impair their value or usability more than just negligibly. The purchaser shall not be entitled to redhibition or price reduction.

Any stand taken by EFCO about the design and/or assembly shall be based on the statements made by the purchaser. EFCO's assertions shall be based on theoretical considerations and calculations or on test and measurement results which were worked out in the EFCO testing facility, in practical applications, or on the supplier's premises.

No warranty shall be provided for damage caused by the following: unsuitable or improper use, faulty assembly or commissioning by the purchaser or a third party, natural wear and tear, faulty or negligent treatment, improper handling, or external use of force.

7. Exchange

Products may only be exchanged or returned with the approval of EFCO. The customer must pay any resulting transport and packaging costs. The returned goods must be in a resellable condition and correspond to the current technical status.

EFCO shall reserve the right to bill the customer for any resulting costs for inspection, cleaning, and restocking.

8. Retention of title

The delivered goods shall remain under EFCO's ownership until full payment of the purchase price. The purchaser shall only be authorised to resell the conditional goods in a proper business transaction. Transfer of security or pledging of the goods is not permitted. The purchaser must reimburse EFCO any costs incurred by EFCO in the enforcement of their claims.

9. Liability

With regard to product features, EFCO shall only be liable if EFCO has expressly guaranteed certain features.

All claims to compensation for direct and indirect consequential damage are expressly excluded unless intention or gross negligence can be attributed to EFCO. EFCO shall generally only be liable for external products delivered by EFCO to the extent that the upstream suppliers of EFCO accept and fulfil the guarantee for its products with respect to EFCO.

10. Place of fulfilment and applicable law

The place of fulfilment and jurisdiction for delivery and payment is Uster. This contract is governed by Swiss law.