

1. Scope

These General Terms and Conditions of Sale and Delivery of Polyplex AG are binding if they are declared applicable in the offer or in the order confirmation. Other terms and conditions of the purchaser are only valid if they have been expressly accepted by Polyplex AG in writing. Any and all agreements and declarations made by the parties are only valid if made in writing.

2. Offer and contract conclusion

The contract is deemed to have been concluded when Polyplex AG has confirmed its acceptance in writing by means of an order confirmation after receipt of the order. Offers without validity dates are without obligation. Agreements with our representatives require our written confirmation in order to be effective.

3. Delivery obligation

Our written order confirmation is authoritative for the execution of the order. Dimensions, weights and performance data as well as illustrations are only approximate and non-binding unless they are expressly designated as binding. Weight or quantity deviations of +/- 10% are considered to be customary in the industry and do not give rise to any complaints.

4. Prices

Prices are based on the scope of delivery and services described or on the corresponding specifications and functional or technical specifications available to us at the time the order is placed. Deviations from the specified scope are the subject of a separate consideration and are shown in a corresponding addition to the order or fixed at standard prices after the order has been placed. Unless otherwise agreed, the prices of Polyplex AG are net ex-works, in CHF (Swiss Francs), excluding packaging, transport, insurance and any turnover taxes. Polyplex AG is entitled to reasonable price adjustments if the total costs have changed by more than 1% between the conclusion of the contract and the time.

5. Conditions of payment

The payment period for the customer is 30 days net from the date of invoice. The payments are to be made by the purchaser at the domicile of Polyplex AG without deduction of cash discount, expenses, taxes and fees of any kind. Different terms of payment must be specially agreed. In the event of late payment, Polyplex AG reserves the right to stop scheduled deliveries immediately and is entitled to charge a default interest of 6% pa. In addition, Polyplex AG reserves the right to exclude customers from individual payment options or to insist on prepayment. The goods remain our property until payment has been made in full. An advance payment of at least 50% must be made for tools when the order is placed; the rest is due immediately after receipt of the reference sample in accordance with the drawing.

6. Projects and preliminary studies

Projects and preliminary studies, including the production of samples and prototypes, which are utilised at the request of a prospective customer, remain our property and may not be passed on to third parties or made accessible without written consent. We reserve the right to bill for projects and preliminary studies, etc., unless the order is received by us within three months of submission of the proposals.

7. Tools

Tools of all kinds, with the exception of those provided by the customer, remain our property in any case. The tools shall be used exclusively for orders placed by the purchaser. Any other use requires an explicit agreement between the purchaser and Polyplex AG. If subsequent changes are desired by the purchaser, these will be charged separately and the dates will be re-agreed. If the anticipated quantity is not accepted within the agreed period, Polyplex AG reserves the right to demand uncovered tool costs. If the orderer does not pay for deliveries and services as agreed, Polyplex may use the tools for other purposes. We carefully store the tools for repeat orders and maintain them for three years after the last delivery. At the request of the orderer, they will be stored and maintained for a maximum of two years at their own expense. After five years have gone by since the last delivery, there is no obligation to store or maintain the goods. As it is not possible to avoid wear and tear of the tool surfaces when processing glass fibre reinforced plastic, Polyplex AG does not give any guarantee for wear and tear caused by the process. Polyplex and the orderer agree on the cost of necessary replacement tools.

8. Quality and sampling

A sample is usually taken when materials are exchanged or tools are changed. The quality and workmanship of the products shall be determined by the samples found to be good. The VSM (the Swiss Association of Machinery Manufacturers) standards DIN 16742 Edition 2013-10 apply to dimensional and tolerance specifications not specified in particular. The orderer is solely responsible for the correct design of the products as well as for their practical suitability, including material suitability, even if they were advised by Polyplex during the development stage.

9. Delivery time

The agreed delivery period begins with the date of the order confirmation, provided that all details about the scope, construction and execution of the order content are known at this time. If the buyer is in default with their obligations under this or any other contract, the delivery period shall be extended accordingly. Partial deliveries cannot be withdrawn. For call orders, Polyplex AG is free to produce the entire order at once. Claims for damages of the customer due to non-performance or late fulfilment are excluded. If a fixed date has been prescribed for us, we can charge storage fees if the buyer does not accept the goods on this date. If the number of ordered but not yet produced pieces is not retrieved within the agreed period, we shall be entitled to compensation. Events of force majeure (machine defects, breakdowns) at Polyplex AG or its subcontractors extend the delivery period by the duration of their effect. If these last more than 6 months, both Polyplex AG and the customer can withdraw from the contract. All deliveries made by Polyplex AG are at the expense and risk of the purchaser ex-works 8213 Neunkirch (EXW according to Incoterms 2010).

10. Accessories

If the purchaser supplies accessories, they will have to provide 10% more than the order quantity. The parts are to be delivered on time and according to our specifications. The delivered parts are not checked. Additional costs due to manufacturing complications caused by inaccurately delivered parts will be charged separately.

11. Delivery

The products are carefully packed by Polyplex AG. The packaging will be charged to the purchaser. Special requests regarding shipping and insurance are to be announced in good time to Polyplex AG. Transport is at the expense and risk of the purchaser. Complaints in connection with the transport are to be directed by the customer on receipt of the delivery or the freight documents immediately to the last carrier. The insurance against damage of any kind, as well as the conclusion of a transport insurance is up to the customer.

12. Complaints

Complaints can only be considered if they are asserted in writing within 8 days after receipt of the goods at the latest. In the case of complaints acknowledged by us, we shall provide replacement at our discretion. Be it through exchange, repair or withdrawal. Any further claim for damages, for example for lost profit or consequential damage as well as a right of the customer to withdraw from the contract is excluded. The purchaser is not entitled to retain all or part of the purchase price until any defects have been rectified. Improper handling and reworking of parts that were carried out without the consent of Polyplex AG will result in the loss of all warranty claims against us.

13. Warranty and Liability

Polyplex AG warrants that the products it delivers are free of manufacturing and material defects. Guaranteed features are only those that are expressly designated as such in the order confirmation. The warranty is valid until the expiration of the warranty period. If the products are faulty, the purchaser may demand during the warranty period of two years from delivery, respectively notification of readiness for shipment, replacement delivery or troubleshooting by Polyplex AG. If an error is not remedied within a reasonable period by replacement delivery or elimination of the error by Polyplex AG, the purchaser may demand a reduction of the purchase price or cancellation of the contract. The warranty expires prematurely if the customer or third parties make improper changes or repairs. Or if the customer, if a defect has occurred, does not immediately take all suitable measures to mitigate the damage and Polyplex AG has no opportunity to rectify the defect. Excluded from the warranty and liability of Polyplex AG are damages which cannot be proven to have occurred as a result of poor material, inadequate performance or other reasons for which Polyplex AG is not responsible. Likewise, Polyplex AG assumes no liability for paint running in the oven at temperatures exceeding 100°C. Due to defects in material, construction or design as well as lack of warranted characteristics, the purchaser has no rights and claims. All cases of infringements and their legal consequences as well as all claims of the customer, no matter provided for whatever legal reason, are finally regulated in these terms and conditions. In particular, all claims not expressly stated for damages, reduction, cancellation of the contract or withdrawal from the contract are excluded. Liability for consequential damage is excluded, as far as mandatory product liability provisions do not conflict with this.

14. Property rights and regulations

Insofar as Polyplex AG has to deliver products according to drafts, drawings, models or samples which are handed over to it by the orderer or according to other information, the customer shall assume the guarantee that no commercial property rights of third parties are infringed by the manufacture and delivery of the goods. The orderer accepts all damage that may result from a violation of third-party rights.

15. Severability clause

Should one or more provisions of these General Conditions of Sale and Delivery be invalid or void, this shall not affect the validity of the remaining provisions. The void or ineffective provisions of these General Conditions of Sale and Delivery shall be replaced by a valid provision in line with the meaning and purpose of these General Terms and Conditions of Sale and Delivery.

16. Place of Performance and Jurisdiction

Place of performance and place of jurisdiction for both parties is 8213 Neunkirch (SH). The legal relationship is subject to Swiss law.