



RESATEC AG
SWITZERLAND

General terms and conditions of the RESATEC AG

Muhen, 24.05.2018

1 Conclusion of the contract

These general terms and conditions of sale and of delivery of the RESATEC AG products are binding unless they are mentioned in the offer or the order confirmation. Contrary conditions of the customer are only valid insofar as they expressly and in writing have been adopted by RESATEC AG. The contract is considered we have confirmed in writing their acceptance an order receipt (order confirmation).

2. Prices and terms of payment

Our rates are date for deliveries ex works, payment 10 days net after billing, provided that no special agreements between the contracting authority and the RESATEC AG were taken.

3. Delivery time

The delivery time is set in the order confirmation of the RESATEC AG contractually, this requires the full clarification of the technical issues. The delivery time is extended according to need, should the execution of the task be needed the RESATEC AG communicated in a timely manner or by the job controller subsequently, if not respected, letters of credit are opened late payment or required documents (E.g. import licenses) in time for us to arrive. If such hindrances occur which we do not turn despite diligence, regardless of whether these arise in us, the customer or a third party. These obstacles are events of force majeure as well as late or defective supply of needed raw materials semi-finished or finished products.

4. Delay in delivery

Are replacements helped from the contracting authority, so any claim attributable to compensation for late deliveries. The contracting authority is entitled to make a complaint unless a delay is demonstrably caused by us and the customer can prove a damage as a result of this delay for delayed deliveries. The compensation can be weekly no more than 0.5% and in total not more than 3%, calculated on the contract price of the delayed part of the delivery for each full week of delay. The first two weeks of delay, type not be entitled to a compensation. Due to delay of delivery, there are no other rights or claims for compensation besides the above.

5. Packing

We charge any packaging to contractually agreed prices.



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6 Shipping

Unless expressly otherwise agreed, the costs of shipment to the detriment of the customer. Thus, is also the shipment at the risk of the customer, even if carriage-paid delivery has been agreed.

7 Product inspection and testing of the delivery

Within 14 days of receipt, the customer has to check the delivery and to announce any defects to us immediately in writing. He fails to do this, apply the deliveries as approved and adopted, with which all other rights will expire.

8. Warranty and liability

The RESATEC AG ensures that the products delivered by us are free from manufacturing and material defects. Should our original products error clearly detected, the contracting authority may require replacement during the warranty period of 24 months from delivery or but a repair of the defective parts. The warranty shall expire prematurely, or for determining a defect not if the ordering party or third modifications or repairs, immediately take all appropriate measures to mitigate the damage were taken and the RESATEC AG was given the opportunity to remedy the deficiency which has occurred. Within reasonable period of time an error not addresses by elimination or replacement, the customer can demand a reduction of the purchase price or rescission of the contract. Damage caused by improper installation, failure to observe of the installation guidelines or instructions through the assembly personnel of the contracting authority or its customers are excluded from the warranty and liability. Also, damage, undetectable incurred due to poor materials, faulty construction, poor workmanship or other reasons are excluded from the warranty and liability. It all not expressly mentioned claims are excluded regardless of any legal reason for damages, reduction, annulment of the contract, or withdraw from the contract.

9 Drawings

RESATEC drawings remain our property. Forwarding to third parties is generally prohibited and permitted only with our consent.

10 Production in special execution

In the production of special designs on products made by RESATEC AG. We reserve all rights on our property.

11 Reservation of title

The delivered goods of the RESATEC AG remains until their complete payment by the customer property of the RESATEC AG.





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12. General Data Protection Regulation (GDPR)

By continuing to use our products and services, you are confirming that you have read and accepted the new GDPR Terms and Conditions. RESATEC AG is fulfilling its duties to provide information in accordance with Articles 13 and 14 of the GDPR with the contents of the privacy policy and access thereto. <http://eur-lex.europa.eu/legal-content/DE/TXT/PDF/?uri=CELEX%3A32016R0679&from=de>

13. Court of jurisdiction and place of

The jurisdiction and venue for both parts, RESATEC AG and principal is CH-5000 Aarau. The present conditions are subject to Swiss law.

RESATEC AG

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