



Pedi AG  
Köllikerstrasse 17  
Postfach 319  
CH-5036 Oberentfelden  
Telefon +41 (0)62 737 72 80  
Telefax +41 (0)62 737 72 98  
E-mail Info@pedi.ch

## General terms of sale and delivery

### 1. General information

These terms of delivery and sale can be applied to all deliveries and services of the Supplier. They are binding if they are considered applicable in the offer or in the order confirmation of the Supplier. Other terms of the Buyer are only valid if they have been explicitly accepted by the Supplier in writing.

All agreements and legally relevant statements of the contractual parties must be in written form to be valid.

### 2. Prices

All prices are – lacking an agreement to the contrary – net, ex works, without packaging, in freely available Swiss francs, without any deductions. All incidental costs such as freight, insurance, export, transport, import and other permits are at the expense of the Buyer. Furthermore the Buyer must assume all types of taxes, duties, fees, tolls and similar costs which result in conjunction with the agreement or reimburse the Supplier for them with the appropriate proof of expenses if they have become taxable. The Supplier reserves the right to carry out a price adjustment if the wages or the material prices change between the time of the bid and contractual performance.

A reasonable price adjustment can also occur if:

- the delivery period is extended for the reasons indicated in clause 5; or
- type or scope of the agreed upon deliveries or services have undergone a change; or
- the material or the design undergo changes because the documents supplied by the Buyer did not meet the actual conditions or were incomplete.

### 3. Terms of Payment

The payments are to be paid by the Buyer within 30 days following the invoice date at the domicile of the supplier without a discount, expenses and similar deductions. The payment obligation is met if Swiss francs are made freely available to the Supplier at the domicile of the Supplier.

The payment terms must also be met if the transport or outgoing shipment of the deliveries or services is delayed or made impossible for reasons which are not the responsibility of the Supplier.

If the Supplier should seriously fear that the payments from the Buyer are not complete or not received in a timely manner due to circumstances which occur following conclusion of the agreement, the Supplier is authorised to suspend further execution of the agreement until the Supplier has received sufficient securities without a restriction of its legal rights. If the Buyer does not meet the stipulated payment dates, it can charge an interest rate common in the trade without warning at the time of the stipulated due date.

### 4. Retention of property

The Supplier remains the owner of its complete delivery until it has completely received the payments according to the agreement. The Buyer is obligated to collaborate in measures which contribute to the protection of the Supplier's property.

The Buyer shall maintain the delivered articles at its own expense for the duration of the retention of property period and insure them against theft, breakage, fire, water and other risks to the benefit of the Supplier. Furthermore all measures are adopted so that the entitlement to ownership is neither negatively affected nor discontinued.

### 5. Delivery period

The delivery period begins as soon as the agreement is completed and the major technical points have been resolved. The delivery date is to be maintained if the ready-to-ship notification has been sent to the Buyer by its expiration.

Adherence to the delivery period requires performance of the contractual obligations by the Buyer. The delivery period is extended to a reasonable extent if:

- the information which the Supplier requires for performance of the agreement is not received in a timely manner or if the Buyer subsequently changes the order and thereby causes a delivery in the deliveries or services;
- obstacles occur which the Supplier cannot prevent despite use of the appropriate care, regardless of whether it results at the Buyer's location or at the location of a third party. For example, such obstacles are epidemics, mobilisations, war, uprisings, major business interruptions accidents, work conflicts, delayed or defective supply of the required raw materials, measures by the authorities or neglect, natural causes;
- the Buyer or the third party is delayed in the performance of the work it must perform or delayed in the performance of its contractual obligations, particularly if the Buyer does not meet the terms of payment.

The Buyer has no rights or claims due to a delay in deliveries or services. This restriction does not apply to legal intent or gross negligence of the Supplier but applies to illegal intent or the gross negligence of auxiliary persons.

### 6. Delivery quantity, Tolerances

In the construction of protective clothing and their accessories, minor deviations occur in the quality, colour, size, weight or equipment which are due to technical causes.

Deviations in safety uniforms and accessories:  
Delivery quantities:

- Delivery articles: only whole packing units are shipped.
- Special shipment:  $\pm 5\%$  of the confirmed delivery quantity or at least 2, maximum 20 units.

Tolerances:  $\pm 3\%$  as mass and/or weight differences.

## 7. Transport, Insurance

If not otherwise agreed upon, INCOTERMS 2010 apply to our deliveries. Benefits and risks are transferred to the Buyer at the latest upon departure of the shipments ex works. If the shipment is delayed upon request of the Buyer or for other reasons which are not the responsibility of the Supplier, the hazards are transferred to the Buyer ex works at the time originally specified. From this point on, the shipments are stored and insured at the account and risk of the Buyer.

Special requests regarding transport and insurance are to be provided to the Supplier in a timely manner. Transport is at the account and risk of the Buyer. Complaints regarding the shipment or the transport are to be directed by the Buyer to the last freight operator upon receipt of the deliveries or the freight documents.

The Buyer is responsible for insurance against damages of any kind.

Special requests are billed by the Supplier. Packaging is not taken back.

## 8. Inspection and acceptance of the deliveries

The Buyer must inspect the deliveries within 8 days upon receipt and immediately report any defects to the Supplier in writing. If it fails to do so, the deliveries and services are considered approved. The Buyer is not entitled to any rights and claims except those explicitly mentioned in clause 9 (Warranty, Liability for defects).

## 9. Warranty, Liability for defects

The Supplier guarantees the commercial quality of the deliveries for a period of three months from the date of delivery. The deviations and tolerances listed in clause 6 are expressly reserved.

The Supplier must remedy any defects reported according to Article 8 as quickly as possible and the Buyer must give it the opportunity to do so.

The Supplier is obligated to choose to either remedy or replace all parts of the Supplier's deliveries which can be proven to be damaging or unusable due to poor materials or defective design as quickly as possible upon written request of the Buyer. Replaced products become the property of the Supplier.

The warranty expires early if the Buyer or a third party performs changes or repairs in an improper manner or if the Buyer does not immediately adopt all suitable measures to limit the damages if a defect has occurred and gives the Supplier the opportunity to remedy the defect.

The technical documents of the Supplier and the applicant-specific consultation are not binding without an agreement to the contrary. Information in technical documents is only binding if it is explicitly guaranteed.

If defects in materials or design or due to a lack of guaranteed properties occur, the Buyer has no rights and claims except those explicitly mentioned in this clause. The Supplier is liable for claims by the Buyer only in the event of illegal intent or gross negligence due to improper consultation or similar circumstances or due to a violation of any ancillary obligations.

## 10. Exclusion from liability

Excluded from the warranty and liability of the Supplier are the damages which cannot be proven to have occurred due to poor materials, defective construction or defective design, i.e. due to natural wear, improper or incorrect care and for other reasons which are not the responsibility of the Supplier. All instances of contractual violations and their legal ramifications and all claims of the Buyer, made for any reason whatsoever, are governed with final effect in these terms. Under no circumstances is the Buyer entitled to compensation for damages which did not occur to the delivery item itself, specifically production failures, loss of usage, loss of orders, lost profits and other direct or indirect damages. This exclusion from liability does not apply to legal intent or gross negligence of the Supplier but applies to illegal intent or the gross negligence of auxiliary persons. Otherwise this exclusion from liability does not apply if compulsory law conflicts with it.

## 11. Jurisdiction and applicable law

**The legal relationship is subject to material Swiss law, with exclusion of the Vienna Convention on International Sale of Goods of April 11, 1980.**

**The parties expressly agree upon the headquarters of the Supplier as the sole jurisdiction.**