



# General Terms and Conditions

## Steinfels Swiss - Professional

Valid as of 01.02.2019

### 1. General principles

- 1.1. These General Terms and Conditions shall apply to all orders, deliveries and services of Steinfels Swiss, Division of Coop Cooperative, Basel (hereinafter Steinfels Swiss).
- 1.2. They shall apply to orders within the Professional division (orders for commercial use) unless the parties agree otherwise.
- 1.3. By placing an order, the customer accepts these terms and conditions.
- 1.4. Agreements that deviate from these terms and conditions shall only be valid if explicitly confirmed by Steinfels Swiss in writing. Special terms will require express written confirmation by the executive management of Steinfels Swiss.
- 1.5. Customer terms and conditions which vary from those defined here are not valid.

### 2. Offer/conclusion of contract

- 2.1. Offers from Steinfels Swiss which do not include an acceptance period are non-binding.
- 2.2. Orders shall be placed online, by telephone, in writing or by fax to the Steinfels Swiss order acceptance desk in Winterthur.
- 2.3. In principle, orders placed in accordance with these terms and conditions shall be deemed to have been accepted by Steinfels Swiss provided that no written notification to the contrary is issued to the customer within fifteen days of the order being received.
- 2.4. Orders accepted by Steinfels Swiss shall be deemed confirmed orders and can no longer be cancelled.

### 3. Prices

- 3.1. The prices invoiced shall correspond to the prices in effect at the time the order is placed.
- 3.2. Unless agreed otherwise in writing, prices shall be understood as net excl. VAT, excl. VOC, carriage paid (base station, access by truck and parcel service is included).

### 4. Payment terms

- 4.1. Payment shall be made within 30 days of the invoice date, net and without deduction of discount, expenses, taxes, charges, fees, customs duties etc.
- 4.2. In the event of late payment, interest on arrears of 6% p.a. shall be payable.
- 4.3. If the customer falls into arrears with payment for a delivery, Steinfels Swiss is entitled to withhold further deliveries until the outstanding invoices have been paid in full.
- 4.4. In the case of persistent failure to observe payment terms, Steinfels Swiss reserves the right to require any further deliveries to be paid for in advance or to discontinue deliveries to the customer altogether.
- 4.5. All goods supplied shall remain the property of Steinfels Swiss until paid for in full. The customer is obliged to undertake the necessary measures to protect the property of Steinfels Swiss.

### 5. Delivery, delivery times and delivery obligations

- 5.1. Products are delivered on a carriage paid basis (base station, access by truck and parcel service is included). A share in any freight charges incurred will be invoiced at a flat rate or at cost.
- 5.2. Delivery is organized via a delivery round system on specific days of the week (according to a route plan). For express deliveries and deliveries within a specific time window, additional freight charges and processing fees will be invoiced at a flat rate or at cost.
- 5.3. In the Professional division, the maximum delivery period is one week from receipt of order. In exceptional situations (unforeseen events such as operational disruption, strikes, blocking of suppliers or sub-contractors, shortage of raw materials or similar) or in the event of warehousing bottlenecks, Steinfels Swiss will notify the customer immediately. The customer is free to cancel or modify the order with reference to the undeliverable items or to accept a later delivery date.

5.4. We expressly reserve the right to over- or under-deliver the ordered and confirmed quantity.

5.5. The customer shall not be entitled to any compensation for damages, compensation for consequential loss or withdrawal from the contract on account of delayed delivery.

5.6. Goods in saleable condition may be returned within one month and in their original sealed containers/packaging. Returns will be subject to payment of transportation and handling costs. Any disposal charge shall be borne by the originator of the return.

### 6. Dosing systems

6.1. Steinfels Swiss supplies selected customers with dosing systems for use in dishwashing, building cleaning and/or textile cleaning. Depending on the dosing system, fees for using the dosing system and/or for the software applications required to operate the dosing system may be incurred. Installation of a dosing system will require a written hire and service contract with a fixed term. The customer undertakes to use Steinfels Swiss products exclusively for the full duration of the hire and service contract. Steinfels Swiss undertakes to ensure continuous operation of the dosing system via servicing, maintenance and fault-clearing work.

6.2. At the end of the term, the hire and service contract will automatically be extended for a further two years. If the customer or Steinfels Swiss does not wish to extend the hire and service contract, written notice of cancellation must be provided 3 months before the contract end date. If the customer chooses not to extend the hire and service contract, he must dismantle and clean the dosing system and return it to Steinfels Swiss in working order within 60 days of the contract end date. Failing this, Steinfels Swiss is entitled to invoice a monthly hire fee of 10% of the system's value and to completely or partially dismantle the system at the customer's expense.



- 6.3. The dosing system shall remain the property of Steinfels Swiss during and after the term of the hire and service contract. The customer shall be liable for any damage to the dosing system caused wilfully or as a result of negligence. The customer undertakes to insure the dosing system, including appurtenances, under his corporate property policy as third-party property.
- 6.4. The dosing system may not be shared with third parties (as a loan or against payment). In the event of an operational handover or device replacement, Steinfels Swiss must be notified in good time to allow for a new hire and service contract to be drawn up. If the business ceases to operate, the contract is breached or the customer requests it, the dosing system and appurtenances will be dismantled. The costs are borne by the customer.

#### **7. Passing of benefit and risk**

- 7.1. Benefit and risk pass to the customer upon dispatch ex works. This shall also apply in cases where Steinfels Swiss is organizing the delivery of the products to the customer.
- 7.2. If shipping is delayed at the customer's request or for other reasons for which Steinfels Swiss cannot be held responsible, the risk shall pass to the customer on the date originally agreed upon for the delivery ex works. As of this date, deliveries shall be warehoused and insured at the expense and risk of the customer.

#### **8. Guarantee/liability**

- 8.1. If goods fail to conform to the contractual agreement, Steinfels Swiss may either

provide a replacement delivery in place of the defective goods, or make an additional delivery in the case of a shortfall, or refund or reduce the purchase price. Any further warranty or liability on the part of Steinfels Swiss, in particular for consequential damages or loss of profit, is excluded.

- 8.2. The guarantee excludes defects caused by factors for which Steinfels Swiss cannot be held responsible, such as improper use of our cleaning products, improper storage, handling, packaging or transportation of goods by the customer or by third parties, environmental factors or force majeure. The guarantee is also void if the customer or a third party makes changes to the delivered goods, unless the customer can show that the defects are not attributable to these changes.

#### **9. Intellectual property rights**

- 9.1. All recipes, moulds, samples, materials, printed matter of all types, etc., issued to the customer are and shall remain the intellectual property of Steinfels Swiss, and may not be copied or passed to third parties for examination or analysis without the express written consent of Steinfels Swiss.

#### **10. Data protection**

- 10.1. The customer's personal data – such as name, address, telephone number, e-mail address, contact person – shall be acquired and processed by Steinfels Swiss in accordance with Swiss data protection law.
- 10.2. Steinfels Swiss shall use the customer's personal data for executing the contract, for customer care, for marketing

purposes and for regularly informing the customer of new products and offerings, for improving its products and services and for carrying out market research. Steinfels Swiss may also pass on the customer's personal data to third parties operating on its behalf for these purposes.

- 10.3. Steinfels Swiss shall take reasonable precautions to ensure the security of the personal data.
- 10.4. Furthermore, Steinfels Swiss shall reference the privacy policy applicable in each case.

#### **11. Transfer of rights**

- 11.1. Neither party may transfer rights and obligations under the contract to third parties without the prior written consent of the other party.

#### **12. Applicable law and jurisdiction**

- 12.1. These general terms and conditions and the associated supply contract are governed exclusively by Swiss law, excluding the Swiss Federal Code on Private International Law (IPRG; SR 291). Application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna sales law) is expressly excluded.
- 12.2. The sole place of jurisdiction is Winterthur. Steinfels Swiss is also entitled to bring legal action against customers at the customer's principal place of business.