

1. GENERAL

1. These Terms and Conditions apply to all of our deliveries to the exclusion of the general terms and conditions of the Purchaser and subject to any diverging written agreements. Acceptance of the goods signifies in all cases recognition of these conditions by the Purchaser.
2. The delivery contract shall come into effect upon our written confirmation of the order. Tenders without specification of a validity period are non-binding.
3. All further agreements made between us and Purchaser for the purpose of executing orders must be made in writing.
4. The transmission of agreements or legally significant statements through electronic means is equal to a written form, if such procedure has explicitly been acknowledged by the parties or is commonly accepted between the parties.
5. The supplies and services are exhaustively specified in the order confirmation.
6. CNC manufactured parts are produced according to the step file provided by the Purchaser when placing the order. We do not carry out a data comparison between the drawing file and the step file sent by the Purchaser for control purposes. This data comparison is within the full responsibility of the Purchaser.
7. Unless otherwise agreed upon, illustrations, dimensions, colour charts and all other technical information are not binding.
8. We reserve the right to amend the General Terms and Conditions of Sale and Delivery at any time without prior notice. The current version can be viewed on the Internet at www.allega.ch.

2. TERMS OF DELIVERY

1. The delivery deadline begins from the time of conclusion of a valid agreement and as soon as all details of execution have been clarified and the Purchaser has fulfilled all his contractual duties – including duties of cooperation and ancillary duties. The time at which the goods at the delivering works are ready for shipping is determinant for adherence to delivery periods and dates. The delivery time is reasonably extended if the Purchaser subsequently changes the order specifications or if the Purchaser is behind with the performance of its contractual obligations.
2. We deliver according to the INCOTERM agreed in the order. The transport & delivery handling costs listed in the order confirmation will be charged, even if such costs are included in the INCOTERM.
3. The benefit and the risk of the supplies shall pass to the Purchaser by passing the material to him.
4. If delivery by us has been agreed, it shall be made exclusively to the agreed delivery location. The Purchaser must unload the goods from the arriving vehicle. If, in exceptional cases, unloading is performed by our driver on behalf of the Purchaser, the driver acts solely as an agent of the Purchaser. The Purchaser bears all associated risks. This applies regardless of whether unloading is performed using the Purchaser's equipment (in particular forklifts or cranes). To the extent permitted by law, any liability on the part of us and our employees or agents towards the Purchaser is fully excluded. The sole exception is liability for damages caused by willful misconduct or gross negligence. Should third parties assert claims against us—regardless of the legal basis—the Purchaser shall indemnify us, defend us, and hold us harmless from any and all expenses.
5. We are entitled to make part deliveries.
6. Postal deliveries can be delivered in several parcels.
7. In the event of delayed delivery the Purchaser shall grant us a reasonable extension of time in writing. If such extension is not observed for reasons within our control, the Purchaser shall have the right to reject the delayed part of the supplies. Exceeding the agreed delivery periods shall not entitle the Purchaser to damages for delay, liquidated damages or any other compensation.

8. Strikes, lockouts, orders from authorities, for which we are not responsible, failure to meet delivery deadlines or failure to deliver on the part of upstream suppliers, shortage of energy or raw materials, breakdown of machinery or tools, difficulties and delays in transport, epidemics, pandemics, war, unforeseeable disruptions to operations through no fault of our own, including through cyber attacks and cases of force majeure release us for their duration and to the extent of their effects from the obligation to deliver. In such cases the Purchaser renounces claims of any kind. If delivery is thus delayed for a period lasting longer than three months, Purchaser is entitled, to the exclusion of all further claims, to withdraw from the contract in respect of the quantity affected by the delivery stoppage.
9. We explicitly reserve the right to deliver consignments in excess of or below 10% in terms of weight, quantity or space; up to 20% in the case of ordered consignments weighing less than 100kg. This shall apply both with regard to the total contractual quantity and each individual part delivery.

3. PRICES AND TERMS OF PAYMENT

1. Unless otherwise agreed in writing, our prices are understood to be "net ex works", excluding packaging. All additional costs for freight, packaging, insurance, as well as customs duties, taxes and fees of all kinds shall be borne by the Purchaser. VAT is not included in our prices; it is shown separately on the invoice.
2. All payments have to be made by the Purchaser in the invoiced currency to the indicated bank account, due net with no deduction for rebates, discount, any kind of expenses or costs. The indicated bank account is the payment domicile. Payments are considered to be effective on the value date our bank account is credited.
3. We reserve the right to adjust the prices appropriately if type or scope of the agreed supplies or services or the delivery date has been changed by the Purchaser or the material or the execution has undergone changes because any documents furnished by the Purchaser were not in conformity with the actual circumstances or were incomplete, or if the supplier charges us extraordinary surcharges for the ordered goods, such as for energy, other material components or logistics costs.
4. Offsetting of credits with any counterclaims needs our antecedent written approval.
5. Dates and deadlines indicated in our invoices are due dates. In case of exceedance of such due dates the Purchaser will automatically be in default without reminder or extension of time given.
6. From date of default in payment a default interest is due in the amount of 5% above the then applicable 3-months SARON rate. Compensation for additional damages is reserved.
7. In the event of default in payment or justified doubt regarding the ability to pay or creditworthiness of Purchaser, we are entitled, without prejudice to any of our other rights, to demand advance payment for any deliveries not yet performed and to call due for payment immediately all claims arising from the business relation. The obligation to deliver is suspended for as long as the Purchaser is in default with a payment that is due.

4. NOTIFICATION OF DEFECTS

1. The Recipient must inspect the goods immediately upon receipt for any defects. Any visible damage caused during transport must be reported to us immediately, accompanied by a confirmation from the carrier on the delivery note. Other visible defects must be reported to us in writing within 5 days of delivery; hidden defects must be reported immediately upon discovery, but no later than the expiration of the warranty period, and must be substantiated. Failure to provide timely notice of defects shall be deemed acceptance of the delivery.

5. GUARANTEE FOR DEFECTS, LIABILITY

1. We guarantee that the delivered goods comply with the agreed specifications and standards.
2. Unless otherwise agreed and if available the tolerances of the EN standards apply. If release patterns or limiting patterns are agreed, they are binding.

3. It is the responsibility of the Purchaser to determine the required quality and specifications of the goods to be delivered. We are in no way responsible for the suitability of the goods ordered for the purpose intended by the Purchaser.

4. The guarantee period is 6 months. It starts when the supplies leave the works.

5. If a defect in the delivered goods that is attributable to us is demonstrably present by the end of the warranty period, we must first be given the opportunity to remedy the defect within a reasonable period of time. We have the right to select the type of subsequent performance (e.g. rectification or replacement delivery). Replaced parts become our property. A complaint or notice of defect does not entitle the Purchaser to withhold payment of the price for the goods in question. All deficiencies which cannot be proven to have their origin in bad material or poor workmanship, e.g. those resulting from normal wear, improper maintenance, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, or resulting from other reasons beyond our control are excluded from our guarantee and liability for defects.

6. For supplies and services of subcontractors requested by the Purchaser, we assume guarantee and liability for defects only to the extent of such subcontractors' guarantee and liability obligations.

7. Unless otherwise stipulated in the following articles, any further guarantee claims for defects on the part of Purchaser - regardless of their basis in law - are excluded.

8. All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the Purchaser, irrespective of what ground they are based, are exhaustively covered by these general conditions of supply. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case shall the Purchaser be entitled to claim compensation for damage not incurred on the delivered goods themselves, **including but not limited to** additional expenditure, recall costs, loss of production, loss of use, loss of orders, loss of profit and other indirect or direct damage. This exclusion of liability does not apply as far as it is contrary to compulsory law.

9. If the cause of damage is based on intent or gross negligence, we are liable in accordance with the statutory provisions. The same applies to claims based on the Product Liability Act.

10. Our technical advice and recommendations are based on an adequate examination but do not imply any contractual commitment. Any liability on our part is thus excluded except for cases of intent or gross negligence. It is not our responsibility to determine whether the material ordered by the Purchaser is suitable for its application.

11. Insofar as our liability is excluded, this also applies to the personal liability of our employees, representatives and agents.

12. If, through actions or omissions of the Purchaser or of persons employed or appointed by it to perform any of its obligations, personal injury or damage to the property of third parties occurs and if a claim is made against us, then we shall be entitled to take recourse against the Purchaser.

6. RESERVATION OF TITLE

1. We shall remain the owner of all supplies until having received the full payments in accordance with the contract.

2. Our title extends to the new products created by processing our reserved-title goods. In the event of processing, linking or mixing with other goods not belonging to us, we acquire co-ownership equivalent to the relation of the invoice value of our reserved-title goods to the other materials.

3. After conclusion of the contract we are authorised by the Purchaser to take all legal measures necessary to secure the reservation of title, particularly the registration of the reservation of title in public books or register at Purchaser's cost. The Purchaser will support us for all measures to secure our property.

4. During the period of the reservation of title, the Purchaser shall, at its own cost, maintain the supplies and insure them for our benefit against theft, breakdown, natural hazards, fire, water and other risks. It shall further take all measures to ensure that our title is neither impaired nor extinguished.

7. TRADEMARKS, PROPRIETARY RIGHTS, MARKS OF ORIGIN, TOOLS

1. The marks of origin or identification marks attached to our goods may not be altered or removed without our written approval.

2. Trademarks or brands under which our goods are delivered may not be used by the Purchaser for the products manufactured from the same nor for any other purposes of his own, especially advertising purposes, without our prior written approval.

3. We reserve all title and copyright to specimens, illustrations, drawings and other documents as well as tools which also include embossing dies, press rollers or permanent moulds. This also applies if the Purchaser pays portion of costs for such articles.

4. If production or delivery is made according to drawings or other specifications of Purchaser, and if proprietary rights are infringed as a result thereof, Purchaser shall indemnify us of all claims of third parties.

5. Tools paid for wholly or partly by the Purchaser remain our property. They will be used only on orders for the Purchaser and for third parties designated by him unless otherwise agreed. We are entitled to dispose of tools, fixtures and any other aids three years after their last use without specific notice to the Purchaser.

8. PACKAGING

1. Unless otherwise agreed, we deliver in standard commercial packaging in accordance with our packaging standard. The respective expenditure will be invoiced.

2. We charge the costs of disposable packaging (wood, cardboard etc.) separately and subject to statutory regulations we don't take them back. If there is a mandatory statutory obligation to take back single-use packaging at the Purchaser's place of residence, we shall only accept the return if the Purchaser sends the packaging back carriage paid to the address specified by us. All costs associated with the return, including carriage and packaging, shall be borne by the Purchaser, unless mandatory statutory provisions stipulate otherwise.

3. The costs for reusable transport packaging (e.g. crates, transport tubs, pallets) are charged on a pro rata basis. Unless otherwise agreed, our reusable transport packaging must be returned carriage paid in proper condition to us immediately after emptying. If this does not take place, we may charge Purchaser the costs of replacement. The reusable transport packaging must be stored in the appropriate manner.

4. If the Purchaser wants to send back material, the goods have to be packed in a way to avoid any damages. For damaged goods due to faulty packaging, we assume no liability respectively they will be charged.

9. DATA PROTECTION

1. We process the Purchaser's data in accordance with our data protection declaration (<https://www.allega.ch/Legal/Datenschutzerklaerung/>)

2. The contracting parties agree that the Purchaser is the data controller who guarantees compliance with the applicable data protection laws, in particular the lawfulness of the processing of personal data. We process personal data on behalf of the Purchaser and only guarantee those obligations under the applicable data protection laws that are expressly addressed to the Processor and act in accordance with the instructions of the Purchaser.

3. The personal data provided by the Purchaser or by us for the purpose of ordering services (such as name, e-mail address, address, payment data) will be used by us or the Purchaser for the fulfilment and processing of the contract. This data will be treated confidentially and will not be passed on to third parties who are not involved in the credit assessment, ordering, delivery or payment process.

10. PLACE OF PERFORMANCE, COURT OF JURISDICTION AND APPLICABLE LAW

1. Place of performance and **place of jurisdiction** are the location of the seller. However, we are also entitled to bring our claims before the place of general jurisdiction of Purchaser.
2. The contract is governed by **Swiss substantive law** with the exclusion of the UN Convention of 11.4.1980 on Contracts for the International Sale of Goods. In addition, the INCOTERMS of the International Chamber of Commerce in Paris, as in effect at the time the contract is concluded, shall apply.

11. FINAL PROVISIONS

1. Should any individual provision of these Terms and Conditions of Sale and Delivery be or become wholly or partially ineffective, invalid or unenforceable, this shall not affect the validity of the remaining provisions. The ineffective, invalid or unenforceable provision shall be replaced by an effective, valid and enforceable provision which comes as close as possible to the economic purpose of the original provision. The same shall apply in the event that these Terms and Conditions of Sale and Delivery prove to be incomplete.