

General Terms and Conditions

GENERAL

The General Terms and Conditions (hereinafter referred to as GTC) apply for all goods and services provided by ARTILUX Swiss Safety (ASS) AG (in these GTC ARTILUX for short), unless otherwise agreed. By placing an order, the customer accepts the conditions set out below. Other conditions on the part of the buyer are not permitted.

CONTRACTUAL RELATIONSHIP

The contractual relationship and the scope of performance come into effect through the customer's order and the confirmation of this order or the delivery of the goods by ARTILUX.

PRODUCTS

ARTILUX is careful to provide correct product information. All information on web pages, in catalogues, documents etc. is always given without liability. We reserve the right to make technical modifications to our products.

PRICES

All prices are net in Swiss francs (CHF) excluding VAT and shipping costs.

INVOICE ISSUE

The invoice is issued after delivery. In the case of part deliveries, only the effectively delivered goods are invoiced. Subsequently supplied goods are invoiced separately and shipped cost free.

PAYMENT TERMS

Payment obligations arising from the delivery of goods must be fulfilled within thirty (30) days from the invoice date. Deductions are not permitted.

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If the customer has neither paid the invoice in full nor raised written objections to it including reasons by the due date, ARTILUX is entitled to charge a reminder fee of up to CHF 30.00 per reminder and further fees, in particular the costs for any collection procedures.

CREDITWORTHINESS

ARTILUX reserves the right to make the delivery of orders dependent on prepayment or the provision of a security. ARTILUX can cancel an order if the customer is not creditworthy or has an overdue invoice with ARTILUX or one of its associated companies or subsidiaries.

REFUND

If the customer is entitled to a refund, it will be credited and not automatically offset against subsequent orders. If the customer wishes to be paid the credit, he must make his bank details known to ARTILUX. In the case of refunds due to an error by the customer (e.g. incorrect article number ordered etc.), the customer bears the cost of returning the goods.

DELIVERY CONDITIONS

The benefit and risk of the products to be delivered pass to the customer as soon as the delivery has been loaded or collected by the customer. The delivered goods remain the property of ARTILUX until full payment.

Delivery to Germany is made in compliance with the currently valid version of the German Packaging Ordinance (VerpackV). There are no further costs associated with this for the customer.

DELIVERY LOCATION

Deliveries are restricted to the Switzerland and Lichtenstein regions. In the case of large purchased quantities, delivery can also be made abroad. Following confirmation of the order by ARTILUX, the products are delivered to the address given by the customer when the order was placed. Delivery is always up to the customer's unloading ramp. Deliveries to a mountain station delivery location are made to the associated valley station. Any other services are to be agreed.

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SHIPPING COSTS

From a value of goods of CHF 500.00 (excl. VAT), delivery is FRANKO Domicile (free domicile or free shipping).

Parcel shipping (prices excl. VAT):

up to 26.5 kg CHF 12.00

up to 62.0 kg CHF 24.00

up to 93.0 kg CHF 36.00

Pallet shipping (prices per pallet excl. VAT):

from 93.01 kg CHF 67.00

from 2 Pallets CHF 60.00 / Pallet

If delivery is impossible for reasons unknown to us, a handling fee of CHF 70.00 per shipping unit (package or pallet) is charged for a second delivery, regardless of the value of the goods.

For deliveries abroad, the effective shipping, transport, export or import customs clearance and any tax costs will be charged in each case.

EURO-PALLET EXCHANGE

Euro pallets are taken back or exchanged in good, usable condition according to the EURO standard. We invoice for defective or non-returned or non-exchanged pallets at the cost price of CHF 25.00.

PICKUP BY THE CUSTOMER

Products can also be picked up by the customer from our warehouse in Zofingen (Switzerland) or in Gundelfingen (Germany). This option is to be expressly selected when the order is placed.

RIGHT OF CANCELLATION

The customer is granted a right of cancellation during the 14 calendar days after receipt of the goods. This deadline is considered complied with if the customer sends the written cancellation by email or letter to ARTILUX within this period. No reason is required for cancellation. Exercising the right of cancellation leads to unwinding of the contract. The customer must return

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the goods to ARTILUX within 14 calendar days in their original packaging, in saleable condition, complete with all accessories and together with the delivery note. The customer bears the shipping costs.

PRIVACY

For the detailed privacy policy, see Private Policy.

FURTHER PROVISIONS

ARTILUX expressly reserves the right to amend these GTC at any time and to bring them into force without prior notice. In the event of disputes, Swiss substantive law shall apply exclusively, to the exclusion of conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention) is explicitly excluded. The place of jurisdiction is CH-4800 Zofingen, unless the law provides for mandatory places of jurisdiction.

CONTACT

For further questions: <u>sales@artiluxwisssafety.com</u> or by telephone at +41 61 906 90 00

Zofingen, October 1st 2024

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