

Terms and conditions of purchase

2016

1. General information

- 1.1 These conditions apply to all purchases unless we have recognised other conditions in writing. Orders worth more than CHF 500 are only valid in writing. Verbal and telephone agreements generally require written confirmation.

Orders must be confirmed in writing within 14 days, otherwise the tacit acceptance of the order is assumed. Any deviations from the specified requirements in the order must be stated in the confirmation.

2. Deliveries

The delivery date prescribed and not corrected by the supplier shall be binding.

If the supplier has to assume that the delivery cannot be delivered on time in whole or in part, he must notify us immediately, stating the reason and the expected delay. The delivery shall be deemed to have been fulfilled when we have received all agreed documents such as material certificates, specifications, protocols, etc.

If the agreed delivery date is exceeded, we reserve the right to assert statutory claims, regardless of whether the delay was announced or a penalty was agreed.

3. Notice period and guarantee

The supplier guarantees that the delivery item has no defects that could impair its use for the intended purpose, that it has the required properties and corresponds to the agreed specifications.

In view of the fact that it is not always possible for CALORIFER Engineering AG to check the correctness and usability immediately, the supplier recognises complaints by accepting the order even without observing the complaint period.

Subject to any agreements made, the supplier of CALORIFER Engineering AG guarantees freedom from defects for 1 year after delivery.

4. Resignation

If the Supplier is in default with regard to delivery or warranty work and a reasonable grace period has expired unused, the Purchaser may withdraw from the contract and waive delivery.

If it becomes apparent before the delivery is due that the supplier will exceed the delivery date or if it can be foreseen with certainty that the item will not be fit for purpose, the customer may withdraw from the contract.

5. Packaging, transport, insurance and transfer of risk

Unless otherwise instructed, deliveries shall be shipped carriage paid to the place of destination. Transport insurance is the responsibility of the supplier.

The packaging must be designed in such a way that the goods are effectively protected against damage and corrosion during transport.

The supplier shall be liable for damage due to improper packaging. Partial and residual deliveries must be labelled as such. A delivery note with the order number must be enclosed with each consignment.

6. Liability under EU law

The supplier shall ensure sufficient cover for liability claims under applicable EU law for defective products.

7. Compliance with the basic provisions on occupational safety, health, the environment and ethical principles

In order to protect our employees, CALORIFER Engineering AG requires compliance with the basic regulations on occupational safety, health and the environment and is committed to respecting human rights and ethical principles as formulated by the UN, ILO, OECD and other organisations.

CALORIFER Engineering AG requires that the products supplied are free of prohibited substances and that substances recognised as problematic are avoided or replaced as far as possible (e.g. in accordance with TCSA Inventory or EC Directive 2002/95/EC).

CALORIFER Engineering AG expects its suppliers to comply with the above-mentioned basic ethical guidelines.

Further order-related regulations remain reserved and require written agreement.

8. Right of inspection

The Supplier shall grant the Client or its authorised representative the right to verify at the source of supply or upon receipt of the goods that the procured products meet the specified requirements. This verification by the Client may not be regarded by the Supplier as a release from its responsibility to deliver acceptable products. Nor may this rule out a subsequent rejection.

9. Documents, means of production, confidentiality

If necessary, execution drawings must be made available to us for approval before production begins.

Technical documents of the supplier and its subcontractors shall be treated confidentially. These remain the property of the supplier.

The Supplier shall regard the order and the work associated with it as a business secret and shall therefore treat it confidentially.

10. Terms of payment

Unless otherwise agreed, we shall pay net 60 days after fulfilment of the delivery, but no earlier than 60 days after the agreed delivery date of the installation.

CALORIFER Engineering AG

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In the case of advance payment, the supplier must provide an appropriate bank or insurance guarantee in the form of a joint and several guarantee.

11. Force majeure

The contracting parties shall not be liable for the non-fulfilment of contractual obligations due to force majeure events.

The contractual partner who invokes reasons of force majeure is obliged to inform the other party immediately of their occurrence and expected duration. Otherwise, he may not invoke force majeure.

12. Applicable law and place of jurisdiction

The individual contract, these Terms and Conditions of Purchase and Swiss law shall apply. The place of jurisdiction is Winterthur.

CALORIFER Engineering AG, CH-8472 Seuzach, Switzerland