

GENERAL TERMS AND CONDITIONS

We supply exclusively based on these terms of delivery and payment. Subsequent transactions shall also apply even if not again mentioned on the terms and conditions. Deviating conditions, including business terms and conditions of the customer shall require the written form and the written confirmation.

Conclusion of contract

Offers (written, verbally or from the internet) are nonbinding. In contracts, where fulfilment takes place in several individual deliveries, each delivery shall be a separate business.

Warranty

The warranty period for all purchased and delivered goods and equipment is 24 months from the receipt-/delivery-day. Longer warranty periods are valid if this is confirmed and documented in the original papers.

Prices

The prices are ex work from place of dispatch. If delivered, we reserve the right to charge a delivery fee.
The mode of shipment remains reserved by us.

Order changes

Subsequent order modifications, quantity changes and cancellations can only be accepted if no costs are incurred. Otherwise, the costs will be charged to the customer.

Offer and Acceptance, Delivery Times

Our offers are non-binding. Acceptance of the order is subject to the availability and shipment of the goods.
Delivery dates or periods, which can be binding and non-binding, are to be indicated in writing. Delivery periods begin upon conclusion of the contract. In case of delivery delays (and subsequent delivery), we reserve the right to make partial deliveries. By us confirmed delivery time, is an expected delivery date and does apply for the delivery ex-factory. We will make all reasonable efforts with the objectives of timely delivery. The customer is only entitled to Withdraw from the contract, due to non-compliance with the delivery period, if he has set a reasonable deadline in writing. The customer is entitled to charge claim for damages if non-compliance with the agreed delivery time. The customer cannot refer on a lack of delivery-interest.

Complaints and returns

The customer has to inspect the received goods immediately after delivery for quantity, quality and warranted characteristics. Different dimensions or color variations are considered in accordance with the conditions and do not entitle to complaints. Hidden defects must be reported in writing within 14 days, but at the latest until the end of the 4 weeks since delivery. If the customer wishes to impose claim, the claim based on obvious defects is only admissible within one week of delivery, otherwise the distributor is exempt from liability for defects.

Warranty work will be carried out without calculation of costs for the customer. During the entire warranty period, the defective article will be sent by the customer **free of charge** to the distributor or to the manufacturer, **Q.Products AG**, Switzerland, Rorschach. The customer is responsible for the safe transport. After repair, the device is returned to the customer free of charge (warranty only).

The time of delivery and the date of receipt of the reply are authoritative for the calculation of time-limits. To repair, the customer has to grant, on the basis of reasonable discretion, the necessary time and opportunity. Should we let pass a set deadline without to rectify the defect or provide a replacement, or if improvements or replacements impossible or denied, the customer is entitled to, at his discretion, cancel the contract or to request an abatement of the purchase price (reduction).

The goods will only be taken back in unused, faultless and originally packed condition.

If the goods on arrival at **Q.Products AG**, Switzerland, Rorschach, not resalable, because they are damaged or have been used by the customer, a refund of the purchase price cannot be considered. In that case **Q.Products AG**, Switzerland, Rorschach reserves the right to reduce the refund amount or the acceptance of the goods by the customer. Basically, there is no claim for return, if the goods are not returned in proper condition.

Damage claims by the customer for positive breach or violation of duties during contract negotiations and tortious acts are excluded.

This does not apply in cases of intent or gross negligence of the supplier, his legal representative or his vicarious liability is mandatory. This limitation of liability shall apply to the customer accordingly.

Damage during shipping and delivery

All shipments are made at the expense and risk of the customer, even if the goods will be delivered freight prepaid. The risk passes to the customer as soon as the goods left the company or the manufacturer warehouse.

In the case of damages during shipment, please ensure that the packaging and all shipping documents will be preserved. Please contact the appropriate shipping company and let them confirm the damage in writing.

Form of payment

Immediately, credited to our account within 7 days after receipt of the goods, if nothing else has been agreed. For new customers, we reserve the right to send the shipment only against prepayment. Deliveries by invoice are only possible with a written order, incl. complete postal address and phone number (no mobile numbers), to our address - with a legally valid signature.

The delivered products remain at our property upon complete payment.

Previously is pledging or transfer of ownership prohibited, and resale shall be allowed only for resellers in the ordinary course of business. Any costs arising from intervention shall be covered by the customer. In case of payment delay, according to the applicable law, interest and commissions in the amount of 5 % above the respective base rate of the European Central Bank are due, without requiring a notice of default.

For legal transactions in which no consumer is involved, the default interest rate for payment claims is against 8 % above the base rate. In general, we only deliver abroad against prepayment. The customer shall pay the bank charges.

Retention of title

The goods remain our property until payment of all accounts receivables from our business relationship, also future or conditional claims is received.

Privacy

We store and use your data only for the processing the contractual relationship (if necessary with affiliated companies for credit checks) and in the context of delivery. Of course, we will treat your data confidential.

Severability

Is or will any provision of these delivery- and payment terms, or their underlying purchase contract (order), become invalid, shall this not affect in doubt the validity of the remaining provisions. Instead of the invalid provision a valid provision apply, with the meaning and purpose of the invalid closest.

Jurisdiction

For contracts with merchants, legal persons of public law and special assets under public law Rorschach will be agreed as the place of performance for payments as well as place of jurisdiction. However, we are also entitled to sue at the headquarter or subsidiary of the customer.