

General Terms and Conditions

Validity

The following terms and conditions are accepted when an order is placed. These terms and conditions take precedence over any arrangements to the contrary which are submitted by the person placing the order or which are included on their documents.

Changes

We reserve the right to make changes in the form of product improvements and shape or colour adjustments for individual articles.

Prices

All the prices stated in our catalogue and Internet shop are inclusive of VAT but exclusive of packaging as of the EXAGON warehouse. The publication of a new price list renders all previous price lists invalid.

We reserve the right to make price adjustments on account of exchange rate fluctuations or unforeseeable circumstances.

Delivery times

Most articles can be dispatched rapidly from our warehouse. Workshop installations, such as cupboards and other furniture can generally be dispatched within 6 to 8 weeks of receipt of the order. Delayed delivery does not relieve the ordering party of their purchasing commitment. Claims resulting from delayed delivery are excluded.

Dispatch and insurance

Packaging and dispatch or transport costs and any transport insurance are borne by the customer. All deliveries are at the risk of the ordering party. Unless specified otherwise, we select what we consider to be the best type of dispatch and the best dispatch route, but without any guarantee. We reserve the right to make partial deliveries insofar as this appears in the interests of the rapid fulfilment of an order.

Transport damage

Any transport damage must be notified to the corresponding transport establishment without delay (post office, parcels service, railway, forwarding agent, etc.). We cannot supply free replacements if no claim has been submitted to the carrier.

Complaints, guarantee

Complaints regarding visible defects must be submitted within 14 days of receipt. Once this deadline has expired, the consignment is deemed to have been accepted.

Returned products will only be accepted after notification by telephone; they must be returned, post-paid, in transport-proof packaging. We retain the right to charge either the full price or part of the price for damaged products that are no longer in their original condition when received.

In the case of justified complaints, we undertake to repair

the products concerned, provide replacements or reduce the bill. Other guarantee claims are excluded, insofar as legally permitted. The guarantee will cease to be valid if customers make changes or conduct repairs themselves or have this done by third parties without our agreement. No liability can be accepted for consequential damage.

Custom-made products

We cannot take back custom-made products or articles that we have purchased especially for customers.

Terms of payment

Our invoices must be paid within 30 days of the date of the invoice without any deductions. If the payment deadline is exceeded, default interest equivalent to the standard bank lending rate will be charged, without special notification being necessary to this effect. Security or an advance payment may be required before orders can be accepted and executed. In the event of advance payment, an advance-payment discount of 3% will be applied. Orders from our Internet shop can be paid for directly by credit card (Eurocard/Mastercard and Visa). We also accept payment by credit card (Eurocard/Mastercard and Visa) for all other orders.

Deliveries abroad

Deliveries can only be made abroad if payment is made in advance or by credit card. We grant a discount of 3% on all advance payments. If customers take the goods across a customs border themselves, we are obliged to charge the VAT. We can refund this upon receipt from the customer of the original export certificate stamped by the customs.

Reservation of ownership

Products supplied by us remain in our possession until they have been fully paid for. Cheques only count as payment once they have been successfully encashed.

Privacy

Our customer data undergoes electronic data processing in the course of our business dealings. The provisions of the Swiss Federal Law on Data Protection are observed insofar as the data of individuals is concerned.

Place of fulfilment and competent courts

The place of fulfilment for delivery and payment is Zurich (CH) or Gottmadingen (DE); any disputes are to be settled by the courts of Zurich. Application of the UN Sales Convention is excluded.

Miscellaneous

If individual provisions of these Terms and Conditions prove to be invalid in part or in their entirety, this will not affect the validity of the remainder of the agreement. Price and type-setting errors excepted.