



FEUERRING®

DAS ORIGINAL

FEUERRING GMBH

TIEFTALWEG 3

CH-6405 IMMENSEE

TELEFON +41 41 850 70 58

INFO@FEUERRING.CH

WWW.FEUERRING.CH

## General Terms and Conditions of Feuerring GmbH

Thank you for your interest in our Feuerring. Our Feuerring represents a very special philosophy of life, which we would like you to enjoy, too. This attitude should also be reflected in our General Terms and Conditions. If, despite our best efforts, you feel that you have reason to complain, please contact us directly. Our aim is to guarantee your satisfaction and ensure the full resolution of justified claims.

### 1. Scope of these General Terms and Conditions

The following General Terms and Conditions apply to all deliveries and products of Feuerring GmbH. Counter-confirmations by customers quoting their own terms of business or terms of purchasing are hereby rejected. Changes to these General Terms and Conditions shall only be valid if they have been confirmed in writing by Feuerring GmbH. Private customers within the meaning of these General Terms and Conditions are any natural persons who conclude a legal transaction for purposes which can predominantly be attributed neither to their commercial nor self-employed professional activity. Business customers are any natural or legal persons or a partnership with legal capacity which, when concluding a legal transaction, acts in the exercise of their commercial or self-employed professional activity.

### 2. Basis and subject matter of the contract

Feuerring GmbH supplies private and business customers (**customer**) in Switzerland and other countries.

In principle, Feuerring GmbH prefers and recommends personal consultation and acceptance of orders at its premises in Immensee, Switzerland, thereby enabling Feuerring GmbH to meet the specific needs of customers in the best possible way. If customers place an order by letter, phone or email, Feuerring GmbH will nevertheless accept it.

The offered product range is non-binding. All product information published by Feuerring GmbH, in particular information on materials, dimensions, processing activities and illustrations, is non-binding and may be amended and updated at any time. Delivery is subject to stock availability. The customer's order constitutes a binding offer to conclude a works contract. The purchase contract is only concluded when written order confirmation is sent to the customer, or – in the absence of written order confirmation – the ordered goods are handed over/supplied to the customer.

### 3. Prices, packaging and shipping

The prices valid on the day of the customer's order shall apply, unless otherwise expressly agreed in writing. All prices include value added tax (**VAT**) at the current rate. All packaging material (box, pallet, film, cardboard, etc.) becomes the property of the customer upon delivery of the ordered goods.

Feuerring GmbH offers kerbside delivery by means of a forwarding agent to your home address or delivery address. When shipping to addresses within Switzerland, Feuerring GmbH charges a flat rate shipping and packaging fee; the corresponding costs are shown on the latest price list in Swiss francs (**CHF**). When shipping to addresses within Europe (excluding Switzerland) and in other third countries, Feuerring GmbH prepares an individual quote for shipping and packing costs for kerbside delivery.

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#### **4. Value added tax**

For orders from customers based in Germany, the invoice is issued with German VAT at the current rate. Tax-free intra community delivery is possible for corporate customers within Europe. For orders received from countries other than Switzerland and Germany, the invoice shall be issued net of VAT; the customary national VAT will be claimed by the shipping or forwarding agent at the border crossing, i.e. it is to be paid by customers in accordance with the mandatory law of the place where they habitually reside and directly to the respective competent authority of the place where they habitually reside. This also applies to import duties and/or other charges. For conversions into Euro, we use the official monthly average rate of the Swiss Federal Tax Administration ESTV.

A selection of accessories is shipped from Germany to EU member states; the invoice includes the local VAT of the recipient country for shipping to private customers.

#### **5. Delivery periods**

Orders are normally processed within one working day upon receipt. Delivery usually occurs 2-4 weeks after receipt of order. Customers will be kept informed of any changes to the delivery period. Changes to orders ultimately lead to an extended delivery period. In case of impossibility of performance, where Feuerring GmbH is not at fault, the seller shall be entitled to withdraw from the contract without any costs.

#### **6. Transfer of risk and warranty**

If the customer decides to pick up the goods from the storage facility of Feuerring GmbH, Fänn West 10, CH-6403 Küsnacht am Rigi, the risk of accidental damage or accidental loss shall pass to the customer when the goods are handed over. The binding pick-up period is agreed in advance by email. If the customer fails to pick up the goods at the agreed time, the risk of accidental damage or accidental loss shall, nevertheless, be deemed to have passed to the customer from the agreed period.

When shipping goods to customers by a forwarding agent, Feuerring GmbH has the order delivered to the kerb outside the respective property. Feuerring GmbH pays for the transport insurance. The risk shall pass to the customer as soon as the goods are handed over by the forwarding agent.

Upon receipt, the customer should check the delivery for any transport damage and immediately document any damage that presumably occurred during transport. On the forwarding agent's delivery note, the recipient confirms "accepted under reserve" and makes a note of the damage. Further, the customer must inspect the delivered goods, making sure they are complete and accurate. Any deviations, transport damage and obvious defects must be reported to Feuerring GmbH in writing (email or letter) on the day of delivery or, at the latest, on the following day. Unless Feuerring GmbH has been notified to the contrary before expiration of the said period, the goods shall, regarding any obvious deviations from the agreed-upon condition, transport damage and other obvious defects, be deemed in all respects to be in conformity with the contract and all warranty claims in this regard shall be excluded. Subject to the following exceptions, Feuerring GmbH offers a two-year warranty on all newly manufactured goods against material defects and defects of title from the date of delivery. The customer is only entitled to the repair of defects without charge. If this is deemed impossible, the customer has the choice between withdrawing from the contract and a replacement delivery.

All services offered by Feuerring GmbH in connection with the client's warranty claims shall be performed at the registered office of Feuerring GmbH.

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## **7. Exclusion of warranty and limitation of liability**

In no circumstances shall Feuerring GmbH accept liability for defects and damage resulting from unsuitable or improper use, natural wear and tear or ageing, improper repairs or other modifications by unauthorised third parties, non-observance of application instructions or incorrect or negligent treatment of the goods.

The buyer is fully aware that, especially in the case of natural materials, such as steel, certain deviations – e.g. in shape, colour and structure and the like – may occur in comparison to demonstration models or product illustrations. The buyer is also aware that the said deviations do not constitute defects.

Feuerring GmbH shall assume liability if it causes damage through an intentional or grossly negligent breach of a contractual obligation. Unless otherwise expressly agreed or prescribed mandatorily by law, further claims of the buyer – for whatever legal reason – are excluded. In particular, any claims for compensation for indirect damage or consequential damage caused by defects are excluded.

## **8. Terms of payment**

Unless otherwise agreed, Feuerring GmbH delivers or provides goods to all countries exclusively subject to advance payment.

## **9. Reservation of title**

All goods delivered by Feuerring GmbH shall remain its property until paid for in full. Feuerring GmbH is entitled to enter a retention of title in the retention of title register. Customers grant Feuerring GmbH the corresponding authorisation upon ordering.

## **10. Data privacy**

Our data privacy policy corresponds to the requirements of Swiss data protection legislation. Further information on how we process your data can be found in our data privacy policy.

## **11. Final provisions**

These General Terms and Conditions contain all the rights and obligations of the contracting parties. Any other agreements or declarations of intent of the contracting parties must be in writing in order to be legally binding – subject to the provisions of Clause 2 above. This also applies to any changes to this written form clause.

Repeated purchases by business customers acting as resellers do not grant them any authorisation as dealers or commercial agents. Further, this does not lead to the establishment of any distribution relationship or oblige Feuerring GmbH to provide exclusive rights or supply goods to the business customer. A separate written contract is necessary to establish any sales relationship.

The place of jurisdiction is the customer's place of residence in Switzerland. In the case of private or business clients who are not resident in Switzerland, the registered office of Feuerring GmbH is the place of jurisdiction. The right to different places of jurisdiction for consumers or consumer contracts is reserved.

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Swiss law shall apply exclusively to the exclusion of conflict of law rules of the Swiss Private International Law (IPRG) or of international treaties, in particular the Vienna Sales Convention.

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. Invalid or unenforceable provisions shall be replaced by valid and enforceable provisions which reflect as closely as possible the intended economic purpose of the invalid or unenforceable provisions.

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