

1. General Provisions

The following Terms and Conditions of Delivery apply to all business transactions between our company and the purchaser. Unless otherwise agreed in writing, these conditions apply to the entire business relationship, even if no specific reference is made to them for individual orders placed within an existing business relationship. Any differing conditions imposed by the purchaser are valid only with our mutual written agreement.

2. Quotations

All quotations are non-binding. We reserve the right to accept or decline an order based on the quotation provided.

3. Orders

Orders are considered accepted only after all details have been clarified and written confirmation has been issued.

4. Prices

Prices are generally fixed prices, excluding VAT, ex Oberglatt.

We reserve the right to apply the prices valid on the day of delivery in cases of changed cost structures, particularly in the event of currency fluctuations. Exceptions are valid only if agreed upon in writing.

Over- or under-deliveries of up to 10% of the ordered quantities are permissible, as are partial deliveries.

5. Cancellations and Changes

The cancellation or modification of orders requires our explicit written consent and reimbursement of our expenses for materials, labour, and overhead costs.

6. Terms of Payment

Invoice amounts are payable net, without deduction, within 30 days of the invoice date.

Withholding payments due to claims by the purchaser, as well as offsetting against counterclaims, is excluded.

Acceptance and execution of orders may be made subject to security or advance payment.

In the event of payment default after 60 days, default interest of 7% is due; after 90 days, legal proceedings will be initiated, and interest of 10% will be charged.

7. Retention of Title

Delivered goods remain our property until full payment of all outstanding claims has been made.

Furthermore, the purchaser is required to obtain property insurance and to assign the insurance claims to the seller as policyholder.

8. Delivery Dates

Indicated delivery times are non-binding. We accept no liability for delays caused by unforeseen events such as force majeure, mobilisation, war, shortages of raw materials, operational disruptions, strikes, or other events beyond our control.

If goods cannot be delivered at all or only with delay due to such events, the purchaser has no claims arising therefrom.

The supplier may make partial deliveries.

9. Shipping

Shipment is at the purchaser's risk and expense. For postal and freight shipments, packaging will be invoiced together with postage or freight charges. Packaging will not be taken back.

10. Call-Off Orders

We accept call-off orders if:

the call-off period does not exceed 12 months,

the net value of the order is at least CHF 5,000,

the net value of each call-off is at least CHF 1,000,

call-off dates are specified upon order placement.

Exceptions require our written consent.

If the agreed quantity has not been called off by the end of the contract period, the customer may be given a deadline. If no call-off occurs within this period, the goods may be delivered and invoiced without further notice.

11. Repairs

Upon request and if justified, cost estimates may be prepared for returned defective devices.

Inspection and preparation costs will be invoiced if the repair is not carried out. The same applies to any transport and disposal costs.

If repair execution is approved or a replacement device is ordered, these charges will be waived.

12. Disposal

Disposal is not included in the sales price. The customer is responsible for proper disposal and bears the associated costs.

The customer releases the supplier from any obligation to take back goods.

For returned devices, all handling, transport, and disposal costs will be charged to the customer unless a replacement order is placed.

13. Complaints and Warranty

Complaints must be submitted within 8 days of receipt of the goods; otherwise, the delivery is deemed accepted. Shipments with transport damage must be accepted with reservation and reported to the carrier within the statutory period.

Our warranty does not cover damage caused by improper handling or use, or by excessive load beyond specified values. Warranty obligations expire if the recipient modifies delivered goods without our consent.

Our liability for material quality and proper workmanship is limited to repair or replacement of defective items. Further claims are excluded.

Returns are permitted only with prior agreement.

Additionally, the warranty conditions of the respective manufacturers apply on a case-by-case basis. Unless otherwise specified, a one-year warranty is granted.

14. Place of Performance and Jurisdiction

The place of performance is Oberglatt. Swiss law applies exclusively. The place of jurisdiction is Dielsdorf.

AIP Wild AG

Wehntalerstrasse 6
CH-8154 Oberglatt
Tel. +41 44 852 20 20
Fax. +41 44 852 20 21
info@aip-wild.ch
www.aip-wild.ch