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A member of the DOLD GROUP

Delivery and Payment Terms IGP Pulvertechnik AG

1. Offers that do not include a deadline for acceptance are subject to change. Properties of samples and specimens are only binding if this has been expressly agreed in writing.
2. All purchase orders are accepted and/or executed by the Supplier (IGP Pulvertechnik AG) on the basis of the following conditions. When placing orders, the Purchasers accept these Delivery and Payment Terms. Additional verbal agreements require written confirmation to be binding for the Supplier. As a rule, orders are to be placed in writing, with the exact article description if known. The reference "as usual" is non-binding. In the case of custom-made products, the Purchaser shall accept a production-related over- or under-delivery of up to 10% of the ordered quantity.
3. All deliveries are ex works CH-9500 Wil or from one of our external warehouses (INCOTERMS 2020, FCA CH-9500 Wil or external warehouse). Delivery within Switzerland EXW CH-9500 Wil. For express deliveries, the additional freight will be charged. All goods travel at the risk of the Purchaser. A delivery guarantee (transport duration) can only be provided after express agreement. Damages in transit (such as shortage, breakage, etc.) must be claimed by the recipient from the transport company concerned.
4. Invoices are payable net within 30 days of the invoice date, unless otherwise agreed. Unauthorized deductions will be charged subsequently. We reserve the right to demand advance payment. In the event of default in payment, the Supplier shall be entitled to charge default interest of 5% p.a. from the due date. From the third reminder, the reminder costs will also be charged as a lump-sum compensation for expenses in the amount of CHF 200.00 per reminder. We reserve the right to prove further damage caused by default. The delivered goods shall remain the property of the Supplier until the invoice has been paid in full. Contracts are concluded subject to the price escalation/de-escalation clause. Any increases or decreases in the price of goods caused by price increases or reductions in raw materials and costs during the term of the contract shall be either for the account of or for the benefit of the Purchaser, as the case may be. Call orders are delivered and invoiced after 6 months.
5. The Supplier warrants the proper composition of the delivered goods and their suitability for the purpose expressly warranted in writing. Any further warranty is excluded, in particular
 - for the further processing of goods and the resulting work product
 - for the continued existence of a characteristic which exists according to the Purchaser's experience but which was not recognized by the Supplier or which the Supplier considers to be incidental and therefore not expressly warranted
 - when the goods are processed on processed or unprocessed substrate material, which is merely similar or related to the substrate material specified in the warranty
 - if the goods are used for a purpose not known to the Supplier or not foreseeable by it
 - if the specifications in the technical data sheets are not complied with.
6. Immediately upon receipt of the goods, the Purchaser shall check whether the quality and quantity as well as the color shade are in accordance with the contract. The color tolerances are in accordance with VdL-RL 10. Complaints about immediately recognizable defects detected during a proper inspection can only be submitted before the use of the goods and no later than 8 days after their receipt and must be made in writing with an exact description of the defect and the order number.
7. If the Purchaser fails to do this, the delivered goods shall be deemed to have been approved, unless the defects were not recognizable during the incoming inspection. If such defects are discovered later, the notification must be made immediately after discovery, otherwise the goods shall be deemed approved also with regard to these defects. Any notices of defects shall not release the customer from compliance with the Delivery and Payment Terms. Any liability and all claims for compensation for direct or indirect damages are excluded to the extent permitted by law.
8. All events and facts beyond the influence, foreseeability and control of the Supplier shall be deemed force majeure and shall release the Supplier from any warranty liability and delivery obligation.
9. Subject to prior sale.

The place of performance and jurisdiction for the rights and obligations of both Parties shall be at the registered office of the Supplier, CH-9500 Wil, Kirchberg. Swiss substantive law shall apply, to the exclusion of the Vienna Sales Convention.

For more languages, see igp-powder.com
Wil, November 2021