

General Terms & Conditions of Business (Switzerland) for the online of shop of www.limatec-onlineshop.ch

1. General

1.1. The following Terms & Conditions of Contract shall apply to all contracts concluded with the customer (hereinafter called the CUSTOMER) via the online shop of LIMATEC AG, Kreuzlingerstrasse 71, CH-8590 Romanshorn (hereinafter called the VENDOR) on the domain www.limatec-onlineshop.ch.

1.2. The VENDOR will not recognise differing terms and conditions of business issued by the Customer, unless the VENDOR has agreed thereto expressly and in writing.

2. Conclusion of contract

2.1. By clicking the corresponding button, the Customer can place the items he wants in the shopping basket and then, by clicking on the shopping basket, initiate the order process. As part of the order process the CUSTOMER must enter the require contact details for shipment and for payment and conclude the order by clicking on the button "Order for payment."

2.2. The CUSTOMER can correct mistakes of entry, particularly goods placed by mistake in the shopping basket, by adjusting the quantity entry in the shopping basket and via the available buttons. During the order process the CUSTOMER can amend incorrect entries at the various stages by navigating to the stages in question using the "Back" and "Forward" buttons in the browser.

2.3. The presentation of products in the online shop represents a non-binding invitation to the CUSTOMER to place an order. By placing the order, the CUSTOMER makes a binding offer to conclude a contract for the items contained in the shopping basket. The VENDOR shall immediately confirm receipt of the order automatically by e-mail. Contractual relations shall be created by virtue of this automated confirmation. We reserve the right of differences from the illustrations, drawings, weights, measures and performance indicated in our online shop, unless these are expressly marked as binding and the said differences are within the tolerances usual in the trade. We reserve the right of differences in stainless-steel construction and minor technical differences at all times.

2.4. The contract shall be created with LIMATEC AG, Kreuzlingerstrasse 71, CH-8590 Romanshorn.

2.5. The contractual language shall be German.

3. Storage of contract text

The text of the contract shall be saved by the VENDOR. The order details shall be sent to the CUSTOMER separately in text form (e-mail). These Terms & Conditions of Business may also be downloaded in the online shop and printed out.

4. Right of cancellation

Consumers have a legal right of cancellation. The statutory regulations governing any existing right of cancellation are contained solely in the Notice of Cancellation, which can be called up by the Customer in the course of the order process.

5. Shipping charges

5.1. The prices in force on the day of order shall apply, as displayed in the online shop.

5.2. The prices displayed in the online shop are in Euro and without statutory VAT. The VAT will be calculated in the course of the order process and displayed in the shopping-basket overview prior to order.

5.3. The prices displayed in the online shop do not include the shipping costs of packaging and carriage. Shipping costs will be calculated in the course of the order process and displayed in the shopping-basket overview prior to order.

5.4. For all orders and deliveries abroad, an all-inclusive shipping charge will be calculated in accordance with the Table of Shipping Costs which can be called up in the online shop. The all-inclusive charge for shipping abroad can likewise be viewed in the shopping basket prior to dispatch of order.

5.5. If deliveries are made across borders, further taxes (e.g. in case of an intra-Community acquisition) and/or charges (e.g. customs) may be payable by the CUSTOMER.

6. Terms & Conditions of Payment

6.1. The VENDOR will accept only the methods of payment offered in the online shop during the order process. The CUSTOMER shall select the method of payment which he prefers from among the methods of payment available.

6.2. If a delivery is made cash-on-delivery, the CUSTOMER must make payment of the purchase price plus delivery and shipping costs in cash at the time of delivery to the transport company carrying out the shipping. The cash-on-delivery charge shall be stated in the list of shipping charges.

6.3. If a delivery is made against payment in advance by bank transfer, the CUSTOMER must transfer the payment of the purchase price plus delivery and shipping costs to the Vendor prior to delivery. Delivery shall be made following credit in full to the VENDOR'S account of the sum invoiced.

6.4. If a delivery is made against payment by credit card, the CUSTOMER, by virtue of stating his credit-card details, issues an authorisation to charge the full amount of the invoice including delivery and shipping costs when due via his credit-card company. In this case the charge will be effected upon confirmation of order.

6.5. If a payment is made by PayPal, the CUSTOMER must have a PayPal account and identify himself, using his access data. The CUSTOMER must then go through the PayPal payment process and effect payment to the VENDOR.

6.6. The CUSTOMER shall be entitled to rights of offset only if his counterclaims have been finally confirmed at law, are undisputed, or are recognised by the VENDOR. The CUSTOMER shall only be entitled to exercise a right of retention, including a right arising from complaints, if his counterclaim is based on the same contractual relations.

7. Paragraph 7. Terms & Conditions of Delivery and Shipping - information for calculating delivery deadline

7.1. Unless agreed otherwise with the CUSTOMER, delivery shall be by the shipping method to delivery address stated by the CUSTOMER in the order.

7.2. Delivery of the goods by the VENDOR shall be free kerbside. Removal to the site of use or any disposal of the packaging materials, shipping palettes etc. are not included in the shipping charges.

7.3. The delivery time shall be stated separately for each item or with the product specification on the product page.

7.4.. The delivery time stated on the product page shall begin in case of advance payment on the working day following the CUSTOMER'S payment order to the bank making the transfer, or in the case of all other orders on the working day following the day on which the contract is concluded.

7.5. Risk of contingent loss and contingent deterioration of the goods purchased shall, if delivery is made to traders, pass upon handover to the latter themselves or to a person authorised to take receipt; in case of a contract of sale involving carriage of goods it shall already pass upon outgoing delivery of goods to a suitable carrier. In the case of deliveries to consumers, risk of contingent loss and contingent deterioration of goods purchased shall pass to the consumer upon handover of goods to the same. With regard to transfer of risk, it shall be equivalent to handover if the CUSTOMER is in arrears of acceptance.

7.6. Orders and deliveries are only offered In Germany and in the countries stated in the online shop and/or in the Table of Shipping Charges are offered.

7.7. Should deliveries be delayed, the VENDOR shall inform the CUSTOMER immediately.

8. Reservation of title

8.1. The VENDOR hereby reserves title to the goods sold until payment of the purchase price in full.

8.2. Goods subject to reservation of title must not be pledged to third parties prior to full payment of the secured receivables, nor shall they be assigned as security. The CUSTOMER must notify the VENDOR immediately if and when any distraints are made against the VENDOR'S goods.

8.3. Should the CUSTOMER be in breach of contract, in particular by failure to pay the due purchase price, the VENDOR shall be entitled, pursuant to statutory regulations, to withdraw from the contract and to demand surrender of goods on grounds of reservation of title. Should the CUSTOMER fail to pay the due purchase price, the VENDOR may only claim these rights if the CUSTOMER has been set

a reasonable period of grace for payment in advance to no avail, or it is not legally necessary to set such a period of grace.

9. Complaints of defects

Should goods which we have delivered be defective, the Customers' defect claims shall be governed by statutory regulations, to the effect that the Customer may initially require replacement deliver or repair.

The Purchaser shall have a duty to inspect the goods immediately. Visible and concealed damage in transport must be reported in writing immediately, but no later than 7 days following receipt of goods.

We shall have a duty to pay the expenses required for the purpose of subsequent fulfilment, providing these are not increased by removal of the said goods to a location other than the place of fulfilment. Should the goods be removed without being unpacked, all claims against LIMATEC shall expire.

There shall be no claims under guarantee if the defects emerged stand in causal connection with a failure to notify defects which emerged earlier or failure on the part of the Customer to comply with the rules on erection, installation, purpose, use and conditions of use.

Should the defect be due to a defective product supplied by a third party, we shall be entitled to assign to the Customer our guarantee claims against the prior supplier. In this case claims may only be brought against us under the foregoing provisions if the Customer has brought the assigned claims against the prior supplier before the courts.

If and insofar as a manufacturer or supplier or other third party adopts a guarantee of its own towards the Customer (e.g. by supplying a guarantee card), the duty of guarantee of the Vendor itself shall at no time be extended thereby vis-à-vis the Customer.

The guarantee period for material defects in goods which we have delivered shall be 24 months from transfer of risk. Insofar as our goods are used in accordance with their usual mode of use for a building and has caused the latter to be defective, the statutory guarantee period shall prevail.

Claims for damages shall not be affected by the provisions of Paragraph 9.

10. Liability

10.1. Claims by the CUSTOMER against the VENDOR for damages or compensation for useless expenditure, outside the law of guarantee, shall be governed by these provisions irrespective of the legal nature of the claim.

10.2. Liability by the VENDOR, on whatever legal grounds, is hereby excluded, unless the cause of loss of damage is due to deliberate intention and/or gross negligence by the VENDOR, its staff, its representatives or its vicarious agents. Insofar as liability by the VENDOR is excluded or restricted, this shall also apply to personal liability by the VENDOR'S employees, representatives or vicarious agents. The VENDOR'S liability under the product Liability Act shall not be affected hereby.

10.3. The VENDOR shall be liable pursuant to statutory provisions for loss arising from damage to life, limb or health due to a deliberate, grossly negligent or negligent breach of duty by the VENDOR or a representative or vicarious agent of the VENDOR.

10.4. Insofar as the VENDOR breaches at least negligently an essential contractual duty, i.e. a duty compliance with which is of particular importance for attainment of the contractual purpose (essential or cardinal contractual duty), liability shall be restricted to the loss typically incurred, i.e. to such loss as must be typically expected under the contract. An essential or cardinal contractual duty in the foregoing sense shall be a duty without fulfilment of which the due and proper execution of this contract is not possible at all and on compliance with which the CUSTOMER regularly relies and may rely.

11. Data storage and data protection

The provisions of the Data Protection Declaration on the internet site www.limatec-onlineshop.ch shall apply exclusively.

12. Notice pursuant to Art. 14 ODR Regulation

Swiss law shall apply, to the exclusion of the UN convention on the International Sale of Goods.

The place of fulfilment for all claims arising from contracts concluded with ourselves shall be our registered place of business. The sole place of jurisdiction for all mutual claims under or in connection with these business relations shall be Frauenfeld (Thurgau, Switzerland).

Should one or more provisions of this contract be legally invalid, whether wholly or in part, the validity of the remaining provisions shall not be affected thereby. The invalid provisions shall be replaced by a regulation as similar as possible in content, which shall approach most nearly to the purpose of the regulation intended.