

General Terms and Conditions of Sale (GTC)

1. Scope of Application and General Information

These general terms and conditions, valid in their current version, apply to all our deliveries and apply in full to the parties, unless and to the extent expressly agreed otherwise in writing. General terms and conditions or other conditions of the customer are expressly rejected.

2. Conclusion of Contract

The customer's order is considered as a conclusion of contract for which the following conditions become an integral part.

The customer receives an order confirmation and from that moment it is no longer possible to cancel the order without covering the handling costs.

The customer remains bound to the contract and can no longer change it, unless and insofar as expressly agreed otherwise in writing between the parties.

Poretti & Gaggini SA is free to refuse orders in whole or in part without giving reasons.

3. Price / terms of payment

Prices are in Swiss Francs (excluding VAT) without shipping costs and refers exclusively to what is indicated in the offer.

All the modifications during the work as well as the service of our technical office, revision and updating of drawings, measurements, projecting or anything else that has not been agreed upon in writing and confirmed by a responsible of Poretti-Gaggini SA with the right of signature are expressly excluded.

All additional services and products commissioned will be considered as "direct assignment work" and will be invoiced separately according to the current rates calculated by the category association AM SUISSE.

The price is ex works (EXW) CH-6930 Bedano, unless otherwise agreed and confirmed in writing.

Payments must be made 30 (thirty) days net or, in special cases, in advance, unless otherwise agreed in writing.

Once the payment term has expired, Poretti & Gaggini SA will proceed with a first and single reminder, payable within 2 days. The customer will be in arrears after this period and the legal default interest of 5% will apply without further reminders.

All confirmed prices are based on labor and material costs and exchange rates known to Poretti & Gaggini SA on the day of confirmation. If any of these factors should change by the date of delivery, Poretti & Gaggini SA reserves the right to adjust the price. In case of late payment, Poretti & Gaggini SA reserves the right to register the goods with the debt collection office as property of Poretti & Gaggini SA until full payment has been made.

4. Delivery / Delivery Period

Poretti & Gaggini SA excludes any liability for any delay or damage caused by delay, unless and insofar as expressly agreed otherwise in writing.

The delivery term is considered agreed upon only after an explicit written confirmation. The delivery period shall begin on the date of Poretti & Gaggini SA's order confirmation, but not before all details of the order have been submitted and shall apply to shipment ex works.

If delivery is delayed due to force majeure, the delivery period shall be reasonably extended, but not more than six (6) months.

Force majeure includes, for example, strikes, sabotage, operational interruptions for which we are not responsible, or failure to obtain official permits in a timely manner, as well as all other unforeseen events.

The adherence to the delivery time is subject to the fulfilment of the contractual obligation by the purchaser.

Delays in delivery do not entitle the purchaser to compensation or to withdraw from the contract.

5. Transport

Transport in case of shipment is carried out by "external forwarding agents/logists" such as Swiss Post, UPS and others at the risk of the customer. The customer is aware that any transport damage must be reported immediately to the forwarder upon unloading/receipt and the claim must be confirmed in writing to avoid loss of rights.

Poretti & Gaggini SA must also be informed as soon as possible.

Shipping and transport costs (including any customs fees) are to be borne by the customer unless otherwise agreed.

6. Warranty

The delivered products are in conformity with the contract if they are in good condition at the time of delivery and if they correspond to the contractual specification and quantity or deviate only insignificantly or within the usual tolerances.

At the moment of the transfer of risk (ex works) Poretti & Gaggini SA is no longer responsible for any deterioration or destruction in case of improper use, nor is it responsible for damages of any kind caused by improper use of the products sold.

The suitability of any product is not assumed unless this has been expressly verified and agreed upon in writing.

The risk of suitability and use is borne exclusively by the customer.

The purpose of use in an order or in e-mail correspondence does not constitute and does not represent any guarantee by Poretti & Gaggini SA of a corresponding suitability or use.

The customer must inspect the goods immediately upon receipt.

Defects or any complaints regarding quality must be received in writing within 8 (eight) days of receipt of the goods and in any case before the product is used or assembled in other facilities. Otherwise the supply is considered approved.

Hidden defects must be reported immediately after their discovery.

In case of late notification, the right to compensation for damages lapses.

In case of a defect pointed out by the customer, Poretti & Gaggini SA has in principle the right to remedy the defect within a reasonable period of time by delivering a replacement. However, since the products are usually individual items, a replacement delivery in this case is excluded. The parties are then entitled to declare the contract null and void. Poretti & Gaggini SA shall refund the customer the purchase price (plus any shipping costs) and the customer shall return the goods to the seller.

Further or other rights on defects are excluded and waived.

Poretti & Gaggini SA shall not be liable in particular for any consequential damage.

The warranty period is 12 months, starting from the day of delivery.

7. Limitation of liability

Liability for slight negligence is, in any case, excluded and in all other cases liability is limited to the amount of the contract price. Liability for consequential damage caused by a defect as well as for loss of profit is excluded.

8. Place of jurisdiction/applicable law

The place of jurisdiction for claims arising from the contract and all other legal relations between the parties is the registered office of the company Poretti & Gaggini SA.

All disputes between the parties shall be governed exclusively by Swiss substantive law, to the exclusion of the Vienna Sales Convention.

Edition: November 2021