



Swiss made since 1914

## **Kuny AG General Terms and Conditions of Sale and Delivery for NAME TAGS (online web shop) - effective September 1, 2019**

### **1. Scope**

These terms and conditions of sale and delivery apply to all sales and deliveries of goods by Kuny AG (hereinafter: Kuny). Conflicting or different terms and conditions of the purchaser shall not apply. This shall apply even where Kuny does not expressly repudiate the different terms and conditions.

### **2. Prices**

The Kuny list prices in force on the date of conclusion of the contract apply to all sales. These are net, postage paid, inclusive of packaging, in Swiss francs (CHF), without deduction, plus statutory Value Added Tax.

### **3. Conditions of delivery**

#### **3.1 Deliveries within Switzerland**

The minimum order quantity is one unit with 144 pieces.

The online web shop will be operated only in Switzerland for deliveries within Switzerland.

#### **3.2 Delivery period**

The delivery period starts when the order has been accepted by Kuny and the contract has thus entered into force. If a specific deadline is agreed instead of a delivery period, this deadline is synonymous with the last day of the delivery period.

### **4. Payment**

Unless otherwise agreed, the general payment conditions are pre-payment according the different mentioned payment methods.

### **5. Retention of title**

Until payment has been received in full for all liabilities for goods deliveries arising from the entire business relationship, including accessory claims, claims for compensation in damages and the encashment of cheques, the goods remain the property of Kuny. Retention of title applies pro rata even where the goods have been treated or processed. The purchaser may neither pledge the goods nor assign them to a third party as security.

The purchaser must notify Kuny without delay in the event of seizure of the goods by a third party. If the purchaser sells the goods delivered to it, irrespective of the condition of the goods, it hereby assigns to Kuny all debts incurred from deliveries of goods arising to it from accounts receivable against its purchaser from sales with full ancillary rights.

### **6. Liability in the event of complaints**

Claims must be notified to Kuny in writing at the latest within 8 days of receipt of the goods. Once processing of the goods delivered has begun claims for obvious defects are excluded. Claims cannot be made for deviations in material properties, colour, width, quantity, equipment, assembly or design, which are customary in the trade, technically



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UID:  
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avoidable and/or commercially reasonable. In the case of manufacturing orders (custom products) excess or short deliveries of 5-10% must be tolerated.

Where claims are substantiated, Kuny has the right, within 8 days of receipt of the returned goods, to rectification or the delivery of defect-free replacement goods. In this case Kuny shall bear all shipping costs. Liability for defective goods may not exceed the value of the goods delivered in accordance with the invoice. More extensive claims for compensation in damages are not acknowledged. The foregoing disclaimer does not apply to breach of material contractual duties.

#### **7. Returns**

Returns are principle excluded.

#### **8. Delay in delivery**

If Kuny is behind schedule with delivery, the customer may claim a reasonable extension to the period of delivery of 2 weeks from date of setting the period. Liability ceases to apply for delays in delivery due to force majeure, disruptions to power supply, disruptions to transport, in the case of strikes and similar events beyond our control.

#### **9. Safeguarding of confidentiality**

The parties to the contract shall treat in confidence all facts, which are neither apparent nor in the public domain. Confidentiality applies prior to the start of the process of concluding the contract and persists subsequent to the termination of the contractual relationship. Statutory duties to inform remain excluded.

#### **10. Data protection and legal notice**

We draw your attention to our Data Privacy Statement and our legal notice. Both can be inspected and accessed on [www.kuny.ch](http://www.kuny.ch).

#### **11. Applicable law and Court of jurisdiction**

The present General Terms and Conditions of Sale and Delivery and in a subsidiary manner the provisions of the Swiss Code of Obligations are applicable. The United Nations Convention on the International Sale of Goods of 11 April 1980 (Vienna Convention SR 0.221.211.I) and the provisions of international private law are not applicable.

Sole Court of jurisdiction for all disputes arising from or in connection with these terms and conditions is Aarau, Switzerland.

In order to be valid amendments, additions, collateral agreements and the annulment in part of the present GTCs must be in writing.

Küttigen, September 2019



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