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Kuny AG General Terms and Conditions of Sale and Delivery, effective March 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, ex works Küttigen (CH), inclusive of packaging, in Swiss francs (CHF), without deduction, plus statutory Value Added Tax.

For deliveries abroad prices may be agreed in a currency other than CHF. Kuny hereby reserves the right to adjust prices, if the rate of exchange CHF/ foreign currency on delivery deviates by more than 5% from the rate of exchange on acceptance of the order.

3. Conditions of delivery

3.1 Deliveries within Switzerland

The minimum order amount is CHF 200.00 net per order. Delivers to a value of goods from CHF 300.00 net delivery is carriage paid CPT destination (INCOTERMS 2010). Special shipping requests are charged in accordance with expense.

3.2 Deliveries abroad

The minimum order amount is CHF/EUR 200.00 net per order. In principle delivery is ex works (INCOTERMS 2010, EXW), duty unpaid and untaxed. EU customs clearance is possible.

Taxes, tolls, fees and the like, which Kuny is obliged to pay in relation to deliveries and services outside Switzerland, together with the associated administrative costs, shall be borne by the purchaser.

3.3 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. Call orders

Call orders must be accepted at the latest within one year or within the agreed term. Goods, which have not yet been called on expiry of this year/term, may however be invoiced to the customer.



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5. Payment

Unless otherwise agreed, the general payment conditions are 30 days net.

For new customers advance payment is required for the first three orders.

The date of execution of payment by the bank is definitive for compliance with the payment deadlines. If the purchaser falls into arrears with payment, Kuny is entitled to perform further deliveries only against advance payment or cash on delivery, even if other conditions were agreed on conclusion of the contract. On the expiry of the month, in which payment is due, interest in the amount of 10% will be charged.

Invoices are payable in chronological order pursuant to the conditions specified in the order confirmation. Payments are always used to settle the oldest due debits and the interest accrued on them.

6. 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.

7. 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 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.





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8. Returns

In principle the return of goods is excluded. In exceptional cases such returns can be accepted outside the warranty subsequent to prior agreement with the sales manager subject to enclosure of the original delivery documents. For this purpose Kuny requires that the goods are in immaculate condition.

9. 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.

10. 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.

11. 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.swiss.

12. 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, January 2019



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