

# General Terms and Conditions of Blösch AG

Issued: 27<sup>th</sup> august 2019 (replaces all other versions issued so far)

## 1. General Information

These General Terms and Conditions are binding for all offers. Terms and conditions of the ordering customer shall only apply if this has been expressly agreed to in writing. If one term or condition of these General Terms and Conditions shall become invalid, in part or entirely, the validity of the other terms and conditions shall not be affected through this. If these GTC contradict the general terms and conditions of the customer, the General Terms and Conditions of Blösch AG shall take precedence over those of the customer even if this has not been expressly agreed or established. The current, applicable version of these GTC of 15.06.2013 is available for download in German, French and English on our homepage at [www.bloesch.ch](http://www.bloesch.ch). In cases of doubt, the wording of the German version shall be considered final.

## 2. Placing Orders and Orders

The customer shall provide in writing all important information in detail, such as the product or article description, number of pieces, measurements, material no., product value, special characteristics, any possible pre-treatment, and regulations regarding the coating surfaces. Changes may be made up until the time of the delivery of the goods, at the latest.

With the issuing or confirmation of the order, the customer states that it has read and accepts the current valid version of the GTC of 15.06.2013. The date of the order applies here.

## 3. Delivery of Goods and Receiving Inspection

The number of pieces, designation and value (to the extent this can be determined) of the goods must be provided in writing by the ordering customer upon delivery. The goods must be ready to be coated when delivered. The parts, which do not satisfy this requirement, will be treated or put into a condition suitable for coating by Blösch AG after arranging this with the ordering customer at its risk and expense, or returned to the ordering customer at its expense. Receiving control by Blösch AG is summary and non-binding. Any further-reaching Blösch AG control requirements must be agreed to in writing.

## 4. Technical Documentation

Unless specifically agreed otherwise, brochures and catalogs are non-binding. Blösch AG reserves the rights to all technical documents given to the ordering customer.

## 5. Prices

Lacking an arrangement stating otherwise, all prices are net ex works without taxes, charges, fees, customs duties, etc. Shipping costs, packing and packaging material will be charged separately.

## **6. Payment Terms**

The payment terms and conditions shall be performed in accordance with the stipulations on the order confirmation or invoice. Unless otherwise agreed, invoices are payable in Swiss francs (CHF) net 30 calendar days. No interest will be paid on prepayments. Delivery delays beyond the control of Blösch AG shall have no influence on the agreed payment due date. Withholding payments is not permitted. Settling accounts with a counter-claim by the ordering customer is only permitted under a special written agreement.

## **7. Right of Retention**

Blösch AG has a general right of retention for non-compliance with the payment terms and conditions. The risks for any goods subject to this retention remain with the ordering customer.

## **8. Delivery Terms**

The agreed delivery terms and conditions begin to take effect as soon as Blösch AG is in possession of the goods and has received all necessary instructions and specifications from the ordering customer. Unforeseen delivery delays, for which Blösch AG is not responsible, do not entitle the ordering customer to cancel the order.

## **9. Delivery**

Risks and benefits are transferred to the ordering customer when the goods depart the factory. The ordering customer is responsible for the shipping costs and risks. The ordering customer must arrange and pay for insurance.

## **10. Controlling and Complaints**

Blösch AG shall control the goods as usual before shipping. If the ordering customer requests more extensive checks, these must be expressly agreed to and paid for by the ordering customer. The ordering customer must report any complaints within 60 working days after the receipt of the goods. These must be specified with reasons given. The goods are considered approved after this deadline has passed without complaint.

## **11. Defective Coating Liability**

When there are well-founded complaints about the coating thickness measured at a specific point as well as non-adhering coating near the functional surface, Blösch AG has the right to correct it if it is technically possible. If it is not possible to make a correction, Blösch AG shall compensate the ordering party for the value of the goods delivered as specified in section 2, less any possible applicable redemption proceeds. The amount of compensation is limited to a maximum of the coating value at the time the complaint was made. No compensation is due when the goods are further processed or worked by the ordering customer or a third party after the coating.

## **12. Liability Exclusion**

Liability is excluded,

if a defect results from an unsuitable quality in the delivered goods, such as, in particular, the presence of material defects, processing or machining residue or other foreign matter, assembly errors, incorrect heat treatment, rust stains, non-removable residue or foreign matter, soldering connections, etc. as well as the reduced corrosion resistance in stainless steel caused by coating.

for losses, delivery delays, mistakes, etc., which result from the imprecise labeling of the goods by the ordering party.

for all damages, which can result despite taking all due care in the storage of the goods.

for lower quality, measurement differences, changes in surface roughness and damages during the coating of the goods, where the pretreatment was not carried out by Blösch AG.

for individual small mistakes, damages or spots outside the function surface.

for small variances in color, as well as the retention of the color hue of the delivered goods.

for defects, which result directly or indirectly from the use of unsuitable surface treatment products on the goods to be coated.

Blösch AG assumes no guarantee for prescribed measurements. Blösch AG does not assume any liability for claims by the customer resulting from incorrect advice and the like or through violations of any ancillary obligations unless they result from illegal intent or gross negligence. The customer, for its part, is liable to Blösch AG for any damages to the operational facilities of Blösch AG, which are caused by residuals or other foreign matter on the goods to be coated unless these have been specifically pointed out by the ordering customer – as stipulated in section 2.

## **13. Disclaimer**

Any further claims, in particular for damages, diminution, rescission of the contract, lost production, loss of use, lost income, etc. are expressly excluded.

## **14. Jurisdiction**

The courts holding jurisdiction at 2540 Grenchen (SO), Switzerland, shall be responsible for resolving any disputes arising from these General Terms and Conditions.