

# General Terms and Conditions of Blösch AG

Issued: 15<sup>th</sup> April 2024 (replaces all other versions issued so far)

## 1. General Information

These General Terms and Conditions are binding for all offers and orders. 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 15.04.2024 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. Order placement

The customer shall provide by placing an order in writing all important information in detail, such as the product or article description, number of pieces, measurements, material no., product value, special characteristics, a possible assumed use, 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.

When the order is placed, the customer states that the current valid version of the GTC of 15.04.2024 has been read and accepted. The validity of the version is determined by the date the order has been received by Blösch AG.

## 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 the risk and expense of the ordering customer, or returned to the ordering customer at the expense of the ordering customer. Unless otherwise agreed in writing, receiving control by Blösch AG is only a basic review 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 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. Terms of payment

The terms of payment are to be made in accordance with the details on the order confirmation or invoice. Unless otherwise agreed, invoices are payable in Swiss francs (CHF) in net 30 calendar days. No interest will be paid on prepayments. Delivery delays 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 time**

The agreed delivery times 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 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 customer requests more extensive checks, these must be expressly agreed to and paid for by the customer. The 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 justified complaints about the coating thickness measured at a specific point as well as non-adhering coating at the functional surface or in case of another problem that can be rectified, 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, subtracting 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 customer or a third party after the coating.

## **12. Disclaimer**

The contractual and non-contractual liability of Blösch AG is limited to damages caused by intent or gross negligence. However, any contractual and non-contractual liability of Blösch AG for slight and medium negligence is expressly excluded to the extent permitted by law. This exclusion applies in particular to material damage, financial loss and damage caused by delay, regardless of the legal grounds, as well as to indirect or consequential damage (including installation and removal costs and recall costs in land, air or water vehicles), loss of profit, loss of earnings and unrealized savings, etc. Furthermore, the liability of Blösch AG for any fault of auxiliary persons is expressly excluded. If and insofar as Blösch AG has insured the damage via its liability policy, this limitation of liability does not apply within the scope of the compensation paid by the insurance company.

## **13. Applicable law**

The legal relationship between the contracting parties shall be governed by Swiss law. The conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) of April 11, 1980 are excluded.

## **14. Place of jurisdiction**

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