

General terms and conditions

1. General

These Terms and Conditions shall take precedence over all other agreements, correspondence, phone calls and/or deviating terms and conditions of business and/or purchase of the business partner (hereinafter: buyer), unless the latter have been accepted in writing by Waldner AG (hereinafter: Waldner). Amendments to these terms and conditions must be made in writing.

2. Contract

The contract shall be concluded by written confirmation of the order or purchase order. As long as the order has not been confirmed by Waldner in writing, Waldner's offer shall remain non-binding.

Obvious errors in the offer or in the order confirmation as well as spelling and calculation errors shall neither entitle nor obligate the buyer or Waldner. The contract shall only be concluded as it would have been concluded without these errors and/or mistakes.

All changes and additions to the contract between the buyer and Waldner must be made in writing. Technical changes on the part of Waldner are possible at any time without special notice.

Offer documents, drawings, descriptions, samples and cost estimates as well as all other supplies produced by Waldner may not be made accessible to third parties. Upon request, these documents (as well as any copies) must be returned to Waldner without delay.

3. Site installation conditions

The following site installation conditions must be ensured by the buyer at the time of the agreed start of installation:

1. the floor must be finished.
2. the lift must be at the sole disposal of the Waldner installation personnel.
3. no other works may be present in the designated rooms.
4. ceiling work must be completed.

In the event of non-compliance, the installation personnel may be removed. Any agreed deadlines will become invalid. A lump sum of CHF 200.- will be charged for rescheduling.

All costs incurred in connection with non-compliance with the installation conditions, such as in particular costs for travel, accommodation of personnel, storage of materials, extension of bank guarantees as well as delays and waiting times, shall be charged to the buyer at actual cost incurred plus handling fee.

4. Delivery deadlines

Waldner shall comply with agreed delivery periods as far as possible. Compliance with delivery deadlines is not guaranteed.

If delivery is delayed due to circumstances of any kind, the buyer shall not be entitled to damages, to terminate the contract or to withdraw from the contract or to refuse acceptance. If delivery is delayed for reasons for which the buyer is responsible (cf. Section 3 above), Waldner may withdraw from the contract and claim full damages.

5. Delivery

Delivery is at the expense and risk of the buyer. The price risk is transferred to the buyer at the latest at the time of dispatch. The risk of accidental loss or accidental deterioration of the object of purchase shall pass to the buyer as soon as the object of purchase is handed over for shipment, irrespective of whether the shipment is carried out by third parties or Waldner itself.

Insurance shall only be procured by Waldner at the express request and expense of the buyer.

If the buyer does not accept the ordered and delivered goods, the storage of the non-accepted goods shall be at the expense and risk of the buyer.

6. Warranty

The warranty for material defects and defects of title in the purchased item is excluded to the extent permitted by law and subject to the following concretizations.

The buyer has exclusively the right to rectification. The right to rescission shall only exist in the event of the impossibility of rectification or in the event of an unjustified refusal by Waldner to rectify the defect.

The period for giving notice of defects shall be seven (7) days; calculated from the date of receipt of the goods for obvious defects or from the date of discovery of the defect in the case of hidden defects. The relevant date shall be included in the calculation of the period. Notices of defects must be made in writing.

Waldner warrants for a period of six (6) months in the case of half-day operation or for a period of three (3) months in the case of full-day operation, in each case calculated from the date of receipt of the goods and subject to timely notification of defects, that the goods will be repaired as follows: The goods or parts of the goods that become demonstrably defective or unusable during the aforementioned warranty period as a result of faulty design, poor materials or defective workmanship shall be repaired or replaced by Waldner as soon as possible and at its own expense.

If, through no fault of Waldner, the delivery or installation of an ordered item is delayed, the warranty obligation shall expire under all circumstances after twelve (12) months in the case of planned half-day operation or six (6) months in the case of planned full-day operation after notification of completion at Waldner's factory.

Waldner's warranty obligation shall lapse completely if the buyer makes or has made modifications or repairs himself or through third parties without Waldner's written consent.

Also excluded from the warranty are: Natural wear and tear, damage as a result of incorrect maneuvering, incorrect or negligent handling, failure to observe the operating and handling instructions, excessive stress, rusting due to chemical or electrolytic influences or similar, as well as damage as a result of exceeding the agreed operating values.

After obtaining Waldner's consent, the damaged goods are to be sent by the buyer free to Wollerau railroad station at the buyer's expense and risk. The return delivery of the repaired goods shall be at the expense and risk of the buyer.

For products delivered by Waldner, liability exists only to the extent that the respective supplier assumes and fulfills the warranty for its products towards Waldner. Waldner shall be entitled to assign its own warranty claims against the subcontractors to the buyer, thereby releasing itself from its own warranty obligation towards the buyer. Waldner's liability is excluded if Waldner's supplier is a member of the Waldner group of companies.

Notification of defect or claims for rectification by the buyer shall not release the buyer from its obligation to make timely payment.

7. Liability

Waldner shall be liable exclusively for direct damage caused by gross negligence or intentionally. Liability for indirect damage (such as loss of profit) and for damage to non-contractual goods is excluded.

8. Reservation of ownership

Goods delivered by Waldner shall remain the property of Waldner until payment has been made in full.

9. Subsequent amendments

If the documents provided to Waldner by the customer/buyer do not correspond to the actual circumstances or if circumstances that would have required different materials or a different design were brought to Waldner's attention late or not at all, the costs for any necessary changes that arise, including, but not limited to additional costs for manufacturing, delivery and assembly, shall be borne in full by the buyer. Waldner shall also be entitled to a reasonable extension of time for any delays or disruptions in the construction process resulting therefrom.

10. Terms of payment

Unless otherwise agreed, payment shall be made within 30 days net after invoicing and without deduction. If the buyer does not comply with the payment deadline or agreed payment dates, he shall be in default without a reminder. The default interest rate is 5% per annum. Waldner's claim to interest on arrears exists independently of and in addition to any further claims for damages in connection with the default.

11. Termination

Waldner shall be entitled to terminate all agreements concluded with the buyer immediately and without notice if (alternatively or cumulatively) (i) the buyer fails to make agreed payments within the payment period and also allows a short grace period to be set by Waldner to expire unused or (ii) the buyer fails to provide a letter of credit or a bank guarantee or other agreed security within 30 days after the agreed date or from the date on which the buyer was requested by Waldner to provide such security, and Waldner fails to provide such letter of credit or bank guarantee or other agreed security, or (iii) buyer fails to fulfill its obligations under any agreement entered into with Waldner on time or - if such an obligation may be expected - within 14 days after a written request by Waldner, in particular the obligation to prepare the installation site and to accept delivery from Waldner in accordance with these General Terms and Conditions, or (iv) a material deterioration of buyer's creditworthiness has occurred or insolvency or bankruptcy proceedings have been filed or opened against buyer.

12. Intellectual property

Unless otherwise agreed, the buyer shall not acquire any ownership rights to drawings, software, plans, documents and the like that may have been made available to him. Furthermore, Waldner shall remain the sole owner of all intellectual property rights or industrial property rights to goods delivered or services rendered.

If the delivered products include software, the buyer is granted a non-transferable and simple license to use the software. The software and the related documentation are subject to the copyright or other intellectual property rights of Waldner or those of the respective licensor.

In using Waldner's products, buyer warrants that the copyright or other intellectual property rights in the software and user documentation provided will not be infringed.

If the buyer provides Waldner with a plan, document or other copyrighted work product that infringes another person's copyright or other intellectual property rights, the buyer shall indemnify Waldner for all claims of the beneficiary.

13. Use for reference purposes in digital media

Unless otherwise agreed, Waldner is permitted to take photos of the reference object after prior notice and to publish them for reference purposes on its homepage and on digital platforms of its choice.

14. Governing law and place of jurisdiction

The place of jurisdiction for any disputes arising from and in connection with this purchase contract is the statutory seat of Waldner. Swiss law shall be applicable. The application of the Vienna Sales Convention (CISG) is excluded.