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**Written**  
Schoch Vögtli AG

**Winterthur**  
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CH-8472 Ober-Ohringen

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CH-4142 Münchenstein

## 1. Scope and application

These general terms and conditions govern the rights and duties in the relationship maintained by Schoch Vögtli AG, 8472 Ober-Ohringen (hereinafter Schoch Vögtli) with its customers. Unless otherwise agreed on in writing, they apply for all business relationships between Schoch Vögtli and the customers.

Customer terms and conditions only apply if they have been accepted in writing by Schoch Vögtli.

If certain provisions in these terms and conditions are invalid, this shall not affect the remaining provisions. The invalid provision must be interpreted in such a way that the intended objective is achieved in the best manner possible.

Schoch Vögtli reserves the right to change these general terms and conditions at any time. The changes will be published on the schochvoegtli.ch website and shall be effective as soon as they are published. By placing an order for the first time after the new general terms and conditions have been published, the customer accepts the new provisions.

## 2. Prerequisite for the co-operation

Schoch Vögtli only supplies commercial customers (no private customers). They must be entered into the commercial register in order to open a customer account with Schoch Vögtli. Upon request, the customer provides Schoch Vögtli with a copy of its commercial register extract. Schoch Vögtli reserves the right to block customers or exclude them from its clientele without having to provide reasons for this.

## 3. Order / Delivery

By placing an order, the customer acknowledges Schoch Vögtli's general terms and conditions. Orders are always binding and cannot be cancelled without Schoch Vögtli's express approval. Contracts are concluded once Schoch Vögtli has consented, but no later than the time the delivery is made to the customer. Contract conclusion and delivery are only ever made if the customer has a positive credit rating and the ordered products are available/deliverable.

Delivery dates stated by Schoch Vögtli are only approximate unless otherwise guaranteed in writing. Stated delivery dates are not guaranteed. If a delivery exceeds a deadline guaranteed by Schoch Vögtli in writing, the customer can put Schoch Vögtli into default upon expiry of a minimum five-week extension period set by the customer in writing. Only once another appropriate extension period has elapsed can the customer cancel the order. In this case, Schoch Vögtli is only liable to the customer for direct damages, if and insofar as the delayed or impossible delivery is proven to result from a grossly negligent contractual breach by Schoch Vögtli. Schoch Vögtli reserves the right to deliver equivalent replacement items.

In the event of supply problems resulting from circumstances beyond Schoch Vögtli's control (e.g. strikes, lock-outs, loss of materials, operational disruptions at the manufacturer's end, transport problems), Schoch Vögtli is entitled to cancel the order. Order

modifications or cancellations requested by the customer require Schoch Vögtli's written consent. Schoch Vögtli can charge any resulting costs to the customer.

Unless otherwise expressly agreed, Schoch Vögtli can make partial deliveries. Items are generally delivered by Schoch Vögtli, but can also be delivered by third-party companies.

## 4. Technical data, changes

Schoch Vögtli does not manufacture the products offered. All technical and visual information, data and measurements are based on information provided by the relevant manufacturers, and do not constitute guarantees made by Schoch Vögtli for specific features. No liability can be assumed for printing/transmission errors. This particularly applies for resulting secondary damage and costs. The customer itself is responsible for product usage.

## 5. Prices

All prices are in Swiss francs, excluding applicable VAT. All prices are binding except in the event of typing/calculation errors. Prices and ranges are subject to change. We charge a shipping fee of CHF 9.80 for orders less than CHF 100 (excl. VAT).

## 6. Payment

Invoices are to be paid within the regulated payment period from the invoice date, without deductions and other discounts. Unauthorised deductions will be charged subsequently. If payment is not made on time, a contribution towards expenses of CHF 20.00 (CHF 25.00 for the third reminder, CHF 50.00 if debt enforcement proceedings are initiated) plus interest on arrears of 5% per annum from the due date will be charged. The delivered items remain the property of Schoch Vögtli until full payment of the invoice amount.

Schoch Vögtli sets a credit limit based on the annual turnover achieved or envisaged by the customer. In the event of delayed payment or doubts about the customer's creditworthiness, Schoch Vögtli reserves the right to adjust the credit limit, ask for collateral and make the delivery upon prepayment or via COD.

## 7. Guarantee and warranty

Schoch Vögtli's guarantee for the products it supplies is based fully on the warranty provisions of the manufacturer or supplier. The customer refrains from raising further warranty claims against Schoch Vögtli, except in the event that Schoch Vögtli assigns a warranty claim raised against the manufacturer to the customer.

The guarantee generally limited to the repair or replacement of the defective products, based on the manufacturer's or supplier's respective warranty provisions. No warranty is provided for defects for which the manufacturer or Schoch Vögtli are not responsible, particularly for incorrect storage, disregard of the operational instructions, natural wear and tear, inappropriate handling, force majeure or similar. Warranty claims must be raised with Schoch Vögtli in writing as soon as the defects are noticed, including the product in question, a detailed error/defect description and the purchase

receipt. Some manufacturers or suppliers require warranty claims to be raised directly with them. Warranty claims are always handled in accordance with the processes defined by Schoch Vögtli and the manufacturers.

## 8. Complaints and returns

Complaints must be lodged within 10 days of delivery, otherwise the delivery is considered as having been accepted. Complaints and returns made after a 30 day period are charged a processing fee totalling 10% of the item's value, but at least CHF 10.-. In the event of warranty claims, the defective item, along with a copy of the delivery slip and a relevant note, must be provided to the forwarding agent or sent to the following address: Schoch Vögtli AG, Deisrütistrasse 21, 8472 Ober-Ohringen. The return delivery is made at the customer's expense and risk.

Schoch Vögtli reserves the right to in turn return products with missing or unusable original packaging, or products which are no longer flawless, to the customer at the latter's expense and risk. Packaging is considered unusable if it is defective, has labels stuck on it, has writing on it, or is otherwise unsellable. Non-flawless products are those which have already been used, have an expiry date which has elapsed or is due to elapse within 180 days, or are otherwise unsellable. If Schoch Vögtli accepts the return delivery of such products out of goodwill, it reduces the purchase price accordingly. For returns for which Schoch Vögtli is not at fault, the current market price, but no more than the price originally paid by the customer, is credited back.

Procured products (products procured specifically for the customer) cannot, under any circumstance, be returned to Schoch Vögtli. In these cases, the customer signs a duty of acceptance prior to placing the order. Manufactured products (products manufactured specifically on behalf of the customer) cannot, under any circumstance, be returned.

## 9. Liability

Schoch Vögtli is only liable for direct damage, and only if it is proven that this damage was caused through gross negligence by Schoch Vögtli or by the third parties hired by Schoch Vögtli. Liability is limited to the price of the respective delivery or service. Schoch Vögtli, its assistants and the third parties hired by Schoch Vögtli assume no further liability for any kind of damage. The customer is particularly not, under any circumstances, entitled to claim compensation for indirect damage, such as loss of job orders, lost profit, loss of reputation or similar subsequent damages.

Schoch Vögtli commits to assigning any liability claims recognised by the producer/manufacturer/supplier to the customer.

## 10. Confidentiality

The customer commits to treating as confidential all data and information resulting from the contractual relationship with Schoch Vögtli, particularly prices, discounts etc., and to not, under any circumstances, disclosing this to third parties.

## 11. Electronic aids

Schoch Vögtli offers various aids, whether in the form of locally installed software or on the Internet, which allow access to customer, item and order data, and which enable job orders to be sent. Schoch Vögtli takes great care in ensuring this data is up to date, but makes no guarantee for the accuracy, entirety, transmission and usability thereof.

All data is the property of Schoch Vögtli and can only be used by the customer as part of the contractual relationship. The data cannot be forwarded to third parties without Schoch Vögtli's express, written consent. The customer is liable for damages caused to Schoch Vögtli as a result of illegal forwarding of data.

The customer agrees to protect access to their user account and not to share the password with third parties. The customer itself is liable for damages caused to Schoch Vögtli or the customer as a result of inappropriate protection and illegal forwarding of access data.

## 12. Data protection

The use of customer data is governed by the privacy policy. Please refer specifically to the Privacy Policy, which is an integral part of these General Terms and Conditions. The latest valid, separate data protection policy can be accessed at any time at [www.schochvoegtli.ch](http://www.schochvoegtli.ch). This policy will be considered accepted in any form of business relationship with Schoch Vögtli.

## 13. Transfer of rights and duties

Rights and/or duties resulting from individual contracts with Schoch Vögtli can only be transferred to third parties with Schoch Vögtli's prior written consent.

## 14. Contradictions between the languages

In the event of any ambiguities and / or contradictions in the German, French, Italian and / or English text, only the German text shall be authoritative.

## 15. Severability clause

Should parts of these general terms and conditions prove to be unenforceable or invalid, this shall not affect the validity of the remaining provisions.

## 16. Applicable law and jurisdiction

Schoch Vögtli's contracts and general terms and conditions are exclusively governed by Swiss law, under express exclusion of norms under treaty law, particularly the Vienna UN convention on the international sale of goods.

For both Schoch Vögtli and the customer, the places of jurisdiction for all disputes arising directly or indirectly from the contractual relationships are the competent courts in Winterthur/Zurich canton. Schoch Vögtli is also entitled to take action against the customer at another legally competent court.