

## We are always there for you

E-Shop [www.schochvoegtli.ch](http://www.schochvoegtli.ch)  
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Written  
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### 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 (herein-after 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 AG.

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 AG reserves the right to change or amend the terms and conditions at any time. The customers have been suitably advised of the valid terms and conditions, which can be viewed online at [www.schochvoegtli.ch](http://www.schochvoegtli.ch).

### 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 in this catalogue are stated in Swiss francs, exclusive of 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 payable net within 30 days of the invoice date. In the event this payment deadline is not upheld, SCHOCH VÖGTLI is entitled to charge the purchaser 7% default interest. 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 VÖGTI AG, Deisrütistrasse 21, 8472 Ober-Ohringen. The return delivery is made at the customer's expense and risk.

SCHOCH VÖGTI 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 VÖGTI accepts the return delivery of such products out of goodwill, it reduces the purchase price accordingly.

For returns for which SCHOCH VÖGTI 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 VÖGTI. 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 VÖGTI is only liable for direct damage, and only if it is proven that this damage was caused through gross negligence by SCHOCH VÖGTI or by the third parties hired by SCHOCH VÖGTI. Liability is limited to the price of the respective delivery or service. SCHOCH VÖGTI, its assistants and the third parties hired by SCHOCH VÖGTI 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 VÖGTI 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 VÖGTI, particularly prices, discounts etc., and to not, under any circumstances, disclosing this to third parties.

## 11. Electronic aids

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

The customer commits to suitably protecting access data for SCHOCH VÖGTI's electronic systems, e.g. user names and passwords. The access data must expressly not be forwarded or disclosed to third parties. The customer itself is liable for damages caused to SCHOCH VÖGTI or the customer as a result of inappropriate protection and illegal forwarding of access data.

## 12. Data protection

We process and use personal data for the purposes of processing customer orders, maintaining customer relationships and advertising. The necessary data may be forwarded to service providers. In order to carry out credit checks, we may access credit rating information. If you no longer wish to receive catalogues and advertising, please contact our service centre if you require further information. [info@schochvoegtli.ch](mailto:info@schochvoegtli.ch) or call 0848 724 624.

## 13. Transfer of rights and duties

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

## 14. Applicable law and jurisdiction

SCHOCH VÖGTI'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 VÖGTI 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 VÖGTI is also entitled to take action against the customer at another legally competent court.