

General Terms of Business

1 Validity

These General Terms of Business (GTB) govern all business relations between Trüb Emulsions Chemie Co. (hereinafter called TEC) and the purchaser. They become part of the agreement following signature or confirmation of the order by the purchaser and are applicable to all agreements concluded.

Terms of business to the contrary shall not be recognized, unless TEC has given its written approval. The GTB shall also be applicable if TEC executes the order from the purchaser without reservation in the knowledge of its differing terms of business. The provisions of the Swiss code of obligations (OR) concerning the purchase agreement shall also apply (Art. 184 et seq. OR.)

2 Quotation, order and conclusion of agreement

Quotations from TEC and information concerning price, quality, delivery date and availability shall not be binding, unless specifically designated as such. A quotation designated as binding shall be valid for 30 days from dispatch of the offer unless otherwise agreed. An agreement shall be considered concluded when TEC acknowledges or executes the order from the purchaser.

3 Delivery / fulfilment of agreement

The order acknowledgement shall be decisive for the scope and performance of the delivery. The dimensions and weights designated for the delivery correspond to the dimensions and weights specified by TEC and stipulated in the delivery documents. A shortfall of max. 2% for a nominal filling volume up to 2000kg, max 1% for a nominal filling volume up to and including 10'000kg and max. 0.1% for a nominal filling volume above 10'000kg shall be considered in compliance with the order. If no special place of performance has been agreed by the parties or is not specified by the nature of the business, the order will be supplied to the domicile of the purchases at its cost. Partial deliveries shall be permitted unless explicitly agreed otherwise.

Terms of delivery shall only be binding if agreed in writing. If TEC cannot comply with these, it shall inform the purchases immediately and be entitled to the granting of an appropriate additional term. No claims for compensation shall arise from delays in delivery.

4 Payment

Invoices must be paid without deduction within the specified term. Discounts may not be deducted, unless this has been explicitly agreed. Unless otherwise agreed, the term of payment shall be 30 days following the date of invoice. If customers/purchasers do not observe the date for payment, they shall be in default without reminder. Payment must be made by bank transfer. It shall be considered effected when the amount is recorded in the bank account of TEC. Cheques and bills of exchange will not be accepted as means of payment.

5 Warranty / damages

In principle and unless otherwise agreed, TEC guarantees the satisfactory function of products for six months upon delivery. The purchaser must test the goods immediately and report any defects in writing within five days following receipt. Hidden defects must be notified in writing within five days following their discovery, but not later than six months following receipt of the goods. If the purchaser does not make this report, the goods supplied shall be considered free from defects in all functions and accepted. Goods for which complaints have been made in good time shall be separated and will be replaced by TEC. TEC reserves the right to assess the defects on the spot and to eliminate these if possible. Further claims by the purchaser based on statutory warranty terms (e.g. impairment, conversion) shall be explicitly declined. Goods separated may only be returned to TEC with its explicit consent.

The purchaser shall have no claims for compensation for further damages, except due to intent or gross negligence on the part of TEC.

6 Advice

Advice made available by TEC regarding the technical application is provided to the best of its knowledge, but without guarantee. In particular, this does not release the purchaser from responsibility concerning the professional testing of the goods with regard to their suitability for the intended application.

7 Data protection

The purchaser approves the processing, storage and use of personal related data necessary for completion of the order.

8 Retention of title

The goods supplied shall remain the property of TEC until full payment. In the event of seizure or any other form of confiscation by a third party, the purchaser must inform TEC of this immediately.

9 Law applicable / place of jurisdiction

Swiss law shall be exclusively applicable to the exclusion of the United Nations Convention on contracts for the international sale of goods, and the Swiss conflict law. Place of jurisdiction is in Schaffhausen/Switzerland. However, TEC is also entitled to prosecute the buyer at his domicile or residence.

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