

General Terms and Conditions

1. General

The following terms and conditions are part of any contracts made with the seller for the sale and delivery of goods. By placing an order, customers agree to the following terms and conditions. All sales are exclusively subject to these terms and conditions, even if purchasers have appended any further limitations or additions to their orders.

The prices and descriptions of products as given in the catalogue and/or price list are subject to change. When a new price is published, all previous pricing information of any kind shall no longer apply.

Offers and illustrations, including those only in schematic form, may not be used without the express permission of SCHMIZO AG.

2. Prices, shipping terms

Prices shall be understood in the indicated currency, excluding VAT, packing, and transport insurance. The right to make changes to prices is reserved.

As a rule, all shipments are ex works. The mode of transport is chosen by the seller, while the buyer bears all risks associated with the transport of the goods. A transport insurance cover will be purchased for each shipment at customer's expense.

- 2.1 We reserve the right to charge a **processing fee** of CHF 25.- for deliveries with a net value of less than CHF 200.- (export € 200.-)
- 2.2 **Postage, packing and insurance** are billed at cost, but shall be no less than CHF 18.- per shipment.
- 2.3 For domestic shipments within Switzerland, **postage-paid deliveries** are offered for purchases with a value of more than CHF 1000, if the total order weight is less than 30 kg. For domestic shipments heavier than 30 kg, free shipping is offered for orders with a net value of more than CHF 2000.-

3. Payment terms and methods

- 3.1 Domestic deliveries: on account (net 30 days from invoice date).
- 3.2 Deliveries outside Switzerland: against advance payment or according individual agreement.

Payments by credit card are actually not possible.

Payment obligations arising from the delivery of goods or services are not subject to any deductions. Unauthorised deductions from the invoiced amount will be rebilled.

4. Warranty provisions

Our glassware is made from 3.3 borosilicate glass (SCHOTT/DURAN or similar), which corresponds to DIN/ISO 3585. We will provide free replacement of defective goods equal to the value of the glass. All further claims are expressly excluded.

5. Repairs and Modifications

No liability is accepted for consequential damages due to repairs or modifications on glassware (stress cracks and broken glass). Any expenses already incurred will not be billed and will be borne by SCHMIZO AG.

6. Custom production

For custom production runs, the customer accepts that the quantity produced can vary by up to +/- 10%.

7. Complaints

Complaints are to be lodged within eight days of receipt of the goods. Otherwise the delivery shall be deemed accepted. Returned goods are only accepted after prior agreement and if in perfect condition.

8. Retention of title

The goods remain our property until full payment is made.

9. Place of performance and jurisdiction

The place of jurisdiction for any disputes arising from this contractual relationship is Zofingen. Swiss law applies exclusively.