

General Terms & Conditions of Sale and Delivery

valid from 01.06.2023

1. Scope

The following terms and conditions apply to all legal transactions between Ebnat and the Customer, in so far as nothing to the contrary has been agreed in writing.

2. Conclusion of the contract

It is written confirmation of the order by Ebnat, which is definitive. Up to that point offers made by Ebnat are regarded as non-binding and information provided about products and services or prices can be varied at any time.

3. Prices

All prices are net, valid currency: Swiss Francs or Euro by arrangement. In general, FCA Ebnat-Kappel, exceptions by arrangement.

4. Value of goods

The minimum order value is CHF 1'000.-.

5. Returns

Returns are only possible within 10 days after receipt of the goods. The return of delivered goods can only be made with the express consent of Ebnat. In case of activities 20% of the net amount will be charged!

6. Terms of payment

For the first order, an advance payment of 50% of the order value is required. Accounts are to be paid within 30 days from the date of the invoice at the latest, without deduction. If the credit period allowed expires without payment being made, the Customer is then in default without further reminder and owes in addition interest on arrears of 9%. In the case of default Ebnat is also entitled to suspend further performance, to make this conditional on advance payment by the Customer or to refuse further performance. The Customer is not entitled to hold back payments which are due or to offset counter claims against them.

7. Delivery and acceptance

Delivery dates and periods are quoted to an accuracy of one week. Acts of God release Ebnat from its delivery commitment. Variations in the quantity delivered are regulated by the quality agreement. Partdeliveries are permissible. Benefit and risk pass to the Customer when the goods are made available. If the Customer is in default in accepting goods, then Ebnat is entitled, regardless of its legal claims, after the expiry of 90 days to dispose of the goods at the Customer's expense.

8. Reservation of title

All goods supplied remain the property of Ebnat until all claims arising from the business relationship have been satisfied. If the Customer sells the goods before he has acquired ownership of these, then he thereby assigns his claims against the purchaser to Ebnat to the extent of the outstanding claims. Special tools of all kinds, designs and printing plates are charged to the Customer proportionally and remain the property of Ebnat.

9. Custom products

Custom products are calculated based on effective labour and material costs and cannot be withdrawn. Samples for offers are principally charged. In case of a following order, the corresponding amount will be credited.

Due to reasons relating to production and technology, deviations in quantity up to a maximum of 10% are possible and need to be accepted. Delivery date on request.

10. Warranty and liability

Ebnat provides warranty in accordance with the quality agreements. The Customer is required to examine the goods immediately on receipt and to report all complaints in writing without delay. A sample of the goods is to be enclosed with the complaint. As recompense for the defective goods, in the case of justified complaint made in good time within the warranty period of six months, Ebnat will at its own discretion either provide fault-free replacement or compensate the undervalue. Beyond this Ebnat's liability - for whatever legal reason - is restricted to gross negligence or intent and in respect of the amount to the value of the goods in the order.

11. Responsibility of the Customer

The Customer is responsible for the data and film material supplied by him, compliance with the legal duties of declaration and protecting the industrial property rights of third parties. The Customer issues the approval to print. Subsequent complaints cannot be considered.

12. Industrial property rights

The Customer and Ebnat mutually warrant to each other compliance with industrial property rights (copyright, design right, trademarks, patent rights etc.). The rights to drafts, drawings, samples and the like therefore remain exclusively with the respective owner of the right. If the Customer is in breach of the industrial property rights of third parties, then Ebnat is without examination of the legal position entitled to halt all further activity, and the Customer is obliged to hold Ebnat harmless and non-actionable.

13. Further provisions

Changes or additions to the terms and conditions (including this clause) must be made in writing. Any clauses which prove to be invalid do not affect the validity of the other terms and conditions and are to be replaced by legally valid clauses which are as close as possible in effect to the economic purpose of the clauses affected.

14. Place of jurisdiction, place of performance and applicable law

Place of jurisdiction and place of performance is **CH-9642 Ebnat-Kappel**. Ebnat however reserves the right also to take legal action against the Customer at his domicile/registered office or at any other competent place of jurisdiction. **Swiss law** is applicable, the rules concerning referral being excluded.

This catalogue replaces all previous prospects and price-lists.

All prices are quoted exclusive of VAT!

All prices & descriptions in this catalog are subject to change and/or correction without notice.