



safematic

General terms and conditions

1. Subject matter of the contract

Safematic GmbH (hereinafter referred to as the Seller) sells the goods specified on the website www.safematic.ch or in the written offer to the distribution partners and direct buyers (hereinafter referred to as the Buyer) under the following terms and conditions of delivery and sale. The contract goods are devices intended exclusively for business operations by professionally qualified persons.

2. Conclusion of contract: Order and confirmation

The contract between the buyer and the seller is only concluded when the buyer places an order and the seller accepts it. The order is placed via the website, by fax, e-mail or post. The seller accepts the order by sending the buyer a confirmation (by fax, e-mail or post) or by delivering the ordered goods.

3. Range of products

All information on the goods which the buyer receives in the course of the ordering process is non-binding. In particular, changes in design and technology, which do not significantly affect the function, as well as errors in description, illustration and price are reserved.

4. Invoicing and Payment

Individual deliveries will be invoiced individually at the prices resulting from the agreed remuneration arrangement.

All amounts due according to the term of payment which are undisputed or not legally disputed shall bear interest at an interest rate of 6% (in words: six percent) per month. Interest shall be charged until the day on which the dealer has made the payment.

5. Terms of delivery

The Seller shall inform the Buyer immediately of any delivery difficulties that may arise. In the event of delivery bottlenecks, it shall make partial deliveries to the Buyer to an appropriate extent, taking into account its other delivery obligations.

The distributor shall collect the contract goods provided on the basis of EXW - Ex Works (ICC Incoterms 2000) within 10 (in words: ten) working days after notification of provision at the place of production.

The benefit and risk of the contract goods provided shall pass to the dealer when they are properly handed over to the carrier.

6. Retention of title

The delivered goods remain the property of the seller until full payment has been made.

7. Inspection and notification of defects

Within 10 (in words: ten) working days from delivery at the place of delivery, the authorised dealer will carry out an inspection of the contract goods. If the inspection reveals any complaints regarding the nature, quantity, quality or other aspects of the contract goods delivered, these complaints must be made in writing



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to the Seller within the aforementioned period, stating the reasons as well as the invoice, order and batch numbers.

The Seller shall notify the Seller in writing within 10 (in words: ten) working days of any defects in the Contract Goods which are subsequently discovered due to other circumstances after it has become certain of the existence of the defect.

8. Warranty for defects

The warranty period for the absence of defects of the contract goods by the seller is 1 (in words: one) year.

Except for the replacement of the defective product, the Seller shall not be liable for any damages suffered by the Buyer or its distribution customers as a result of the defective nature of the Contract Goods. The foregoing shall be without prejudice to any mandatory statutory warranty rights which may not be waived.

The warranty to distribution customers shall be divided between the Seller and the authorized dealer as follows. The Seller shall make available the replacement of the defective parts and shall bear the shipping costs. The authorized dealer shall ensure that the defective parts are properly replaced at the location of the distribution customer. In the case of direct sales, the seller shall also ensure that the defective parts are properly replaced.

The warranty expires if the goods are modified or repaired without authorization. Improper handling will also void the warranty.

9. Place of jurisdiction

The place of jurisdiction is at the seat of Safematic GmbH.

10. Final provisions

The general terms and conditions can be changed at any time by Safematic GmbH.