

## GENERAL TERMS AND CONDITIONS DIRECT BUSINESS

Swiss Wood Solutions AG

### 1. Seller Information and Contact Details

Company Address:

Swiss Wood Solutions AG

Giessenstrasse 10

6460 Altdorf

Switzerland

VAT No.: CHE-286.140.073

Contact: [info@swisswoodsolutions.ch](mailto:info@swisswoodsolutions.ch)

### 2. Scope of General Terms and Conditions Direct Business

These General Terms and Conditions Direct Business ("GTC") shall apply to all contracts concluded between you ("Customer") with Swiss Wood Solutions AG ("SWS") directly by telephone, letter or e-mail and not via the Sonowood Webshop (<https://shop.sonowood.swisswoodsolutions.ch/>). By placing an order the Customer accepts these GTC.

For products ordered via the Sonowood webshop, the terms and conditions of the webshop apply: [terms and conditions webshop](#).

SWS reserves the right to amend the GTC at any time without prior notice. The version of the GTC valid at the time of placing the order shall apply.

SWS hereby expressly rejects any changes to its GTC and general terms and conditions of the Customer.

### 3. Entering Into A Contract

If the Customer places an order at a point of sale, by phone or by e-mail, the contract is concluded only when SWS confirms the order.

In each case, SWS reserves the right to resolve any contract within 72 hours in the event of an erroneous price indication or impossibility to deliver.

## **4. Prices and Shipping Cost**

For the ordered products, the prices applicable on the order date as per the valid price list or as indicated in the offer of SWS shall apply. The prices are indicated - unless otherwise indicated - in Swiss francs excluding value added tax and excluding shipping cost and customs fees.

Value added tax and Shipping cost will be stated separately.

## **5. Terms of Delivery**

SWS delivers to addresses worldwide. The shipping route and type of packaging are determined by SWS.

Delivery dates and periods stated or communicated by SWS are indicative and non-binding, although SWS will endeavour to meet them. All claims for late delivery are excluded.

SWS reserves the right to deliver Orders in partial shipments, and the Customer agrees to receive such partial shipments.

Shipments (including partial shipments) are made from CH-6460 Altdorf, Switzerland, at the risk and expense of the Customer. In the event of delivery by third parties, any transport damage is to be reported exclusively to the respective third party or to the carrier.

Under no circumstances shall SWS be liable for delays in delivery caused by manufacturers, suppliers, authorities or transport companies. In this case, the Customer shall be informed of this fact. If the goods are subsequently unavailable, the Customer shall be reimbursed immediately for any payments already made.

## **6. Terms of Payment**

Unless otherwise stated on the invoice, payment for all orders must be made in advance in Swiss francs or euros. In the case of delivery against invoice, invoices must be paid within 30 days. From the second reminder onwards, SWS charges interest of 8% p.a. and a compensation for expenses of CHF 50.00.

## **7. Inspection and Warranty**

The Customer may request the repair or replacement of the products purchased if they prove to be defective or not as described. If the goods cannot be repaired or replaced by us within

a reasonable time or without difficulty, you may request a refund or reduction of the purchase price.

The Customer shall inspect the delivered products immediately for correctness, completeness and defects. SWS warrants that the products ordered are free from defects at the time when they are handed over to the freight forwarder or post office.

For products that are custom printed or engraved, the Customer will receive a print approval in advance. Customers are obliged to check the samples or test documents for errors and to issue the approval for printing, together with any correction instructions, within the agreed period. SWS shall not be liable for any errors that the Customer overlook during the proofing process, regardless of who caused the error.

Defects must be reported to SWS in writing, with a detailed description of the defect and accompanied by the complete, defective product and dated proof of purchase within 7 calendar days of the receipt of the product. The address for returns is Swiss Wood Solutions AG, Giessenstrasse 10, CH-6460 Altdorf, Switzerland. The cost of packaging, shipping and customs are at the expense of the Customer.

After expiry of the above 7 day period, all warranties are excluded.

With the purchase, the customer undertakes to use the products solely in accordance with their intended purpose. Wear and tear as well as the consequences of improper or careless use of the product and attempts by the customer or third parties to repair the product do not constitute defects.

## **8. Limitation of Liability**

Any liability of SWS is expressly excluded in the event of:

- Wear and tear;
- Damages due to attempts by the Customer or third parties to repair the product;
- Improper storage, processing or use of the product;
- Force majeure, including without limitation natural hazards, humidity or accidents; or
- Orders or prohibitions by authorities.

In no event, SWS shall be liable for:

- Slight negligence;
- Damages for delay of delivery; and

- Indirect, incidental, special, consequential or punitive damages, including without limitation loss of production, loss of use, loss of profits, or loss of intended savings.

The maximum liability of SWS shall be limited to the purchase price of the defective product.

## **9. Obligation to Inform**

SWS and the Customer shall inform each other in due course about special technical requirements as well as legal, official and other regulations at the place of destination which may be important for the execution and use of the products. Furthermore, SWS and the Customer shall inform each other about potential obstacles which may affect the fulfilment of the contract or lead to unsuitable solutions.

## **10. Data Security and Data Protection**

Please refer to the data protection policy of SWS ([Data Privacy Policy](#)), which shall form an integral part of these GTCs.

## **11. Severability**

Should any provision of these GTC be or become legally invalid, the remaining provisions shall continue to apply. Invalid or legally ineffective provisions shall be replaced by valid provisions which come as close as possible in their economic effect to the invalid provisions.

## **12. Applicable Law and Venue**

The contractual relationship, including these GTC, shall be governed exclusively by Swiss law, excluding the conflict of laws provisions of Swiss international private law. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.

The place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Zürich, Switzerland. However, SWS shall be entitled to take legal action against the customer at any other place having jurisdiction, including the customer's residential or business address.