

Legal & terms and conditions

General terms and conditions of sale and delivery of Zimmerli Messtechnik AG (hereinafter referred to as "ZIMMERLI MESS-TECHNIK"). As of June 2021.

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1. General conditions

These General Terms and Conditions of Sale and Delivery are part of every contract and every order confirmation of ZIMMERLI MESS-TECHNIK. They apply to all deliveries and work of ZIMMERLI MESSTECHNIK. Additional agreements, changes and subsidiary agreements are only effective if they are confirmed in writing by ZIMMERLI MESSTECHNIK. Further or deviating conditions, and in particular general terms and conditions of the customer, are excluded. The invalidity of a provision of these General Terms and Conditions of Sale and Delivery shall not affect the validity of the General Terms and Conditions of Sale and Delivery in other respects. The parties undertake to replace the invalid provision with a valid provision whose economic effect corresponds as far as possible to that of the original provision.

2. Offer / Conclusion of contract

All offers of ZIMMERLI MESSTECHNIK, in particular also those in catalogues, price lists, etc., do not contain any binding effect. A contract is only concluded by written confirmation (order confirmation) from ZIMMERLI MESSTECHNIK. transmission by e-mail shall also be deemed to be in writing.

3. Plans and technical documentation

Details in technical documentation are only binding insofar as they have been expressly assured to the contracting party by ZIMMERLI MESSTECHNIK. All plans and technical documents (drawings, descriptions, specifications, illustrations, etc.) remain the property of ZIMMERLI MESSTECHNIK. They may not be copied or reproduced, nor made accessible to third parties, used for self-production or outside the use for which they were handed over.

4. Regulations in the country of destination and protective regulations

The customer shall inform ZIMMERLI MESSTECHNIK at the latest with the order about the regulations and provisions relating to the execution of deliveries and services, the operation as well as the prevention of illness and accidents. The customer shall be responsible for compliance with the regulations at the customer's place of business.

5. Delivery

The scope, deadlines and execution of the delivery are based on the order confirmation or a separate written agreement. ZIMMERLI MESSTECHNIK shall endeavour to meet the specified deadlines. The deadline is suspended if ZIMMERLI MESSTECHNIK does not receive information from the customer which it requires for the execution of the delivery on time, or if the agreed payments are not received by ZIMMERLI MESSTECHNIK. the customer shall be notified of delays in delivery times due to in-house or external disruptions. In the event of delayed delivery, the customer shall not be entitled to withdraw from the contract or to claim damages.

If the delivery is delayed for reasons for which the customer is responsible, ZIMMERLI MESSTECHNIK shall be entitled to store the goods on its premises or those of a third party at the customer's expense and risk, to extend the delivery deadline and to dispose otherwise of the delivery item after expiry of a period notified to the customer.

Depending on the scope of the order, ZIMMERLI MESSTECHNIK reserves the right to make partial deliveries. ZIMMERLI MESSTECHNIK reserves the right to make changes to the design and form during the delivery period, provided that the object of the contract is not significantly changed in its function and form and the change is reasonable to the customer.

6. Prices

All prices are net prices plus value-added tax at the applicable rate in freely available Swiss francs. they are ex works, plus packaging and shipping costs, transport costs, duties and fees as well as cost for customs clearance, insurance, permits, certifications, assembly, installation, commissioning, acceptance and other ancillary costs of delivery.

Compliance with agreed costs shall be subject to the condition that the items on which the agreement is based remain unchanged and can be performed without impediments for which the customer is responsible. Subsequent changes and extensions requested or required by the customer which result in additional expenditure shall be additionally remunerated by the customer.

If, after conclusion of the contract, the goods to be delivered become more expensive as a result of price increases of raw materials, intermediate products, due to exchange rates, changed tariffs, price increases of sub-suppliers, etc., these price increases shall be borne by the customer.

7. Terms of payment

Payment of each invoice must be made without deduction within 30 days of the invoice date. ZIMMERLI MESSTECHNIK has the right to demand down payment or advance payment at its own discretion. In the case of partial deliveries, payments shall also be made in accordance with the scope of the delivery made. The payment dates must also be observed if the customer asserts warranty claims or if the delivery is delayed for reasons for which ZIMMERLI MESSTECHNIK is not responsible. The customer is not entitled to offset his debt against any counterclaims.

If the customer is in arrears with payments or if there are doubts about his solvency or his willingness to pay, ZIMMERLI MESSTECHNIK may, without prejudice to the rights arising from ownership, revoke payments dates granted or, after setting a reasonable period of grace, withdraw from the contract and claim damages for non-performance.

If the customer does not comply with the agreed payment dates, he shall pay interest rates on arrears of 5% from the agreed due date without a reminder. ZIMMERLI MESSTECHNIK reserves the right to claim further damages.

8. Transfer of use and risk

Use and risk shall pass to the customer at the latest on dispatch of the delivery ex works. If dispatch is delayed at the request of the customer or for other reasons for which ZIMMERLI MESSTECHNIK is not responsible, the risk shall pass to the customer at the time originally planned for delivery ex-works. From this point in time, the deliveries shall be stored and insured at the expense and risk of the customer.

9. Transport and insurance

ZIMMERLI MESSTECHNIK must be informed in good time of any special requests regarding dispatch, transport and insurance. Transport is at the expense and the risk of the customer. Complaints in connection with the transport or shipment are to be addressed by the customer to the last carrier immediately on receipt of the delivery or the shipping documents. Where necessary to secure evidence, a record signed by the parties involved shall be made. Insurance against damage of any kind shall be the responsibility of the customer.

10. Retention of title

The delivered or stored product remains the property of ZIMMERLI MESSTECHNIK until full payment of the agreed price with all additional costs and interest. The products may not be pledged or sold by the customer until this time, nor may they be rented out without the consent of ZIMMERLI MESSTECHNIK. In the case of default of payment, the retention of title may be entered in the retention of title register at the place of residence of the customer. The customer is obliged to inform ZIMMERLI MESSTECHNIK immediately if he changes his domicile or if third parties make claims to the objects subject to retention of title.

11. Auditing obligation

The customer shall inspect the deliveries and services within a reasonable deadline - in principle at the time of handover - and notify ZIMMERLI MESSTECHNIK of any defects in writing without delay. If he fails to do so, the deliveries and services shall be deemed to have been approved.

12. Return of goods

Goods can only be returned after consultation and written confirmation by ZIMMERLI MESSTECHNIK. The costs for the return shipment are to be borne by the customer.

13. Warranty / Guarantee

The statutory warranty regulations are excluded. The following conditions apply exclusively.

Unless otherwise agreed in writing, a warranty period of 12 months shall apply. A warranty period of 12 months shall also be granted on spare parts, without the warranty period being extended in respect of the entire object. For objects which ZIMMERLI MESSTECHNIK obtains from sub-suppliers, the warranty service is limited to the scope of the warranty services of the manufacturing companies.

If defects occur during the warranty period and are reported in time, they will be repaired – at the discretion of ZIMMERLI MESSTECHNIK – or the defective part will be replaced. If ZIMMERLI MESSTECHNIK replaces defective parts, the latter become its property. The original warranty period shall not be extended by the rectification of defects or replacement delivery. Further claims of the customer, in particular claims for damages, cancellation, reduction or retention of the invoice amount are excluded. In particular, ZIMMERLI MESSTECHNIK is not liable for indirect or consequential damages, such as lost profits, claims to third parties, unrealised savings, additional expenses of the customer or damages to the devices. The warranty is excluded for damages that occur after the transfer of risk as a result of operational disturbances of the customer, improper handling or operation, improper or unauthorised interventions, excessive stress, unsuitable operating materials or other reasons for which ZIMMERLI MESSTECHNIK is not responsible. If the customer or a third party has made changes or repairs to the delivery items, any claim to warranty shall expire.

For repair under guarantee, the items must be sent to ZIMMERLI MESSTECHNIK carriage paid to Riehen. If the customer request a repair on site, the travel expenses and any overtime worked by ZIMMERLI MESSTECHNIK shall be reimbursed. A corresponding advance payment must be made for the expenses.

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

The place of jurisdiction is at the domicile of ZIMMERLI MESSTECHNIK in Basel-Stadt. Swiss law shall apply. Application of the provisions of the Vienna UN Convention of 11 April 1980 is excluded.