

General Terms and Conditions of Sale and Delivery

Insofar as the Customer does not regulate the processing of the transaction Ceramdis in additional agreements, the following terms and conditions apply:

1. Carrying out and turnover of the delivery

For the carrying out and scope of the delivery, the written order confirmation of the supplier is authoritative. Ceramdis may make changes vis-à-vis the order confirmation, provided that the products perform the same functions. He is not however obligated to make such changes also to products, which are already produced or delivered. The information from Ceramdis about the weight of the goods as well as about the mass and weight of the packaging are only approximate and are not binding. Part deliveries as well as the delivery of too much or too little up to ten per cent are permitted.

2. Deadlines

Only written promised deadlines are binding. Such deadlines are extended appropriately if obstacles arise which lie outside the will of Ceramdis, such as lack of information about the customer or non-fulfilment of his duties, natural events, epidemics, accidents, significant operational failures, labour conflicts, obstacles to work or if significant employees leave, delayed or incorrect supplies, as well as official measures. Delays in the delivery do not entitle the orderer to rescind the contract or to demand compensation for any damages arising as a result.

3. Acceptance

The customer will check the delivery himself or inform Ceramdis about any defects in writing. If he does not notify within three weeks after the delivery or an independently usable part-delivery, all functions are considered as satisfied and the delivery as approved.

4. Warranty / Guarantee

Ceramdis guarantees that the products fulfil the agreed features. Defects which Ceramdis is not responsible for, such as natural wear and tear, force majeure, improper handling and use, intervention by the customer or third parties, excessive demands, unsuitable operating tools or extreme environmental influences are excluded from the warranty. Within the framework of the warranty, Ceramdis remedies all defects in the agreed features, as well as all defects which are provably attributable to his lack of diligence. Ceramdis remedies the defect as he chooses at his premises or at the customer's location, who is to guarantee him free access. Work time and expenses for disassembly and assembly, transport, packaging, prices and accommodation are charged to the customer. Replaced parts will be the property of Ceramdis. If Ceramdis cannot remedy a defect, the customer has a claim to replace the defective material, or to reduction of the price, but at the most by ten per cent of the defective service. Further claims from the guarantee are excluded. In particular, the customer cannot rescind the contract or demand compensation for consequential losses. The guarantee lasts for 6 months from the date of the delivery.

5. Further liability

Ceramdis is liable within the framework of the liability insurance for injury to persons and damages to property which the customer provably incurred through the fault of Ceramdis. Additional claims are excluded.

6. Ceramdis' right of recourse

If people are injured or the property of third parties damaged by actions or omissions of the customer or his persons assisting in the performance of obligations, and as a result Ceramdis is claimed against, the latter has a right of recourse against the customer.

7. Prices and payment conditions

If nothing particular is agreed, the prices are in Swiss francs without value-added tax, fees, charges, duties, supplementary charges, transport, packaging, insurance, installation, start-up, training and instructional support. They are due to be paid net within 30 days from the date of the invoice. Retaining payments for any reason is not permitted. In the case of delayed payments, Ceramdis reserves the right to charge 5% interest for delay.

8. Import and export

The customer is responsible for observing domestic and foreign requirements for imports and exports. Re-exporting certain products originating abroad is only permissible with the authorisation of the Department for Imports and Exports at the Department for Economy, Education and Research [Departement für Wirtschaft, Bildung und Forschung] which sets obligations for this. Ceramdis describes the products concerned expressly in offers and invoices, whereby the conditions are transferred to the customer.

9. Drawings and documents

Ceramdis or its suppliers reserve the sole property rights and copyrights in all drawings, drafts and cost recommendations. The documents mentioned will be entrusted in the orderer personally and may not be made accessible to third parties or copied in any other form without the written authorisation of Ceramdis. The documents are to be returned immediately upon request from Ceramdis. Drawings and documents which were attached by Ceramdis to the offer are to be returned immediately to if the offer does not lead to an order being made.

10. Tools etc.

The shares in costs for tools, forms, mechanical devices etc. are payable in the invoice (see Section 7). These furnishings are the property of the customer, but remain in the possession of Ceramdis or its suppliers to protect the constructions, and indeed irrespective of whether deliveries are made from these furnishings or not. Deliveries from such furnishings to third parties require the owner's written consent. An obligation to reserve individual forms of implementation for an owner can only be entered for such items which the orderer has protected through patents or legally valid samples of use. If within three years after the last use of the tool, orders are no longer made for them, Ceramdis or its suppliers are authorised to dispose of them freely.

11. Special terms and conditions for production

Ceramdis assumes no liability for material which was produced by the customer. Lacking or incorrect material will be delivered free of charge at a later date by the supplier within ten days after it is determined. For serial production, the customer provides a production sample which will be left with the supplier until the conclusion of a project. For technical complaints, the production sample will be drawn upon as a comparison in order to determine the cause. If it is not possible to create a serial sample, production will be according to the customer's production documents.

12. Choice of law and court of jurisdiction

The legal relationship between the customer and Ceramdis is subject to Swiss law. The court of jurisdiction is Elsau. Ceramdis may however also sue in the court of the customer's registered seat.

13. Website content / Liability

Ceramdis is not liable for the completeness, up-to-dateness or accuracy of the information on its website. The use of this information is voluntary and at the users own risk. Liability claims against Ceramdis on grounds of actual or intangible damage or loss caused by use or non-use of the information shown, or by the use of inaccurate and incomplete information, are strictly excluded, except in the case of demonstrable intention or gross negligence on the part of Ceramdis.

Ceramdis also declines any liability for the content of third parties' websites which can be visited via links on www.ceramdis.com. These links are not checked for content. In particular, Ceramdis declines any liability for availability, accuracy, completeness, up-to-dateness and legality of the information provided by third parties.

14. Intellectual property

All material which can be seen, heard or read on www.ceramdis.com protected by copyright. The use of content for information purposes is permitted and welcomed. Any further use, in particular commercial use, requires the written permission of Ceramdis.

15. Data protection

Ceramdis guarantees that data relating to physical and legal persons on www.ceramdis.com are collected, processed and used in full compliance with Swiss law on data protection. Such data are not released to third parties unless required for performance of the contract. You hereby consent to this use of your data. You are entitled at any time to inspect the data stored from your sources and forbid their use, in which case it suffices to inform Ceramdis.

Ceramdis further draws your attention to the fact that due to technical circumstances communication via the Internet is neither secure nor confidential. You are therefore requested not to send confidential information to E-mail addresses, via feedback/contact forms or www.ceramdis.com. Any communications reaching Ceramdis via these channels will be regarded as not confidential and treated accordingly.