

General Terms & Conditions of Business (AGB)



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1. Validity

The products and services supplied by LCD LaserCut AG are provided exclusively in accordance with the General Terms & Conditions of Business below. No contradictory Terms & Conditions put forward by the Client shall form part of the content of this contract, unless agreement has been obtained in writing from LCD LaserCut AG, even if such Terms & Conditions have not been expressly rejected.

2. Prices

Prices are quoted exclusive of VAT and are ex works, i.e. exclusive of the costs of shipping and packaging. In the event of any significant modification to the type or scope of the project, we reserve the right to adjust the prices accordingly, in agreement with the customer.

3. Deadlines, delivery and transfer of risk

If a length of time for the execution of the contract is agreed with LCD LaserCut AG, this shall not begin before receipt of the finalised, clean project documentation and the necessary information. If LCD LaserCut AG is prevented from fulfilling the contract within the correct timeframe by particular circumstances that are beyond the control of LCD LaserCut AG and that have a considerable effect on the fulfilment of LCD LaserCut AG's duty of performance, the length of time permitted for the execution of the contract shall be extended by a period corresponding to that elapsing between the impediment arising and it being removed.

When the object of the contract leaves the operational location, the risks associated with performance and compensation shall be transferred to the Client.

4. Ordering and cancellation

An order shall be regarded as a request to conclude a contract. The contract shall only come into existence when it is confirmed in writing by LCD LaserCut AG. The confirmation of order may be delivered by email or fax.

5. Guarantee and complaints

The Client shall have a duty to examine the delivery immediately upon arrival. Visible defects must be notified in writing within 15 working days of arrival, while defects that are not immediately visible must be notified in writing within 5 days of their discovery. All guarantee provisions shall be excluded if the Client fails to comply with this requirement. Any statutory or contractual claims of the Client that are based upon a defect shall expire 12 months after delivery.

If a defect should exist for which LCD LaserCut AG is responsible, LCD LaserCut AG shall be entitled to choose whether to repair the defect or deliver a replacement.

In case of claim for warranty, the parts must be sent back to LCD LaserCut AG within 10 working days.

6. General limitation of liability

In the event of a claim, LCD LaserCut AG shall be liable for loss or damage to the value of the delivered products, up to a maximum value of CHF 10,000.

7. Ancillary packing equipment

Only tool cost components shall be invoiced, which means that the ancillary packing equipment will remain in the ownership of LCD LaserCut AG.

The ancillary packing equipment will be stored for 5 years and then disposed of.

8. Payments

Invoices must be paid net within 30 days. If the payment target is exceeded, LCD LaserCut AG reserves the right to charge interest on arrears and expenses within the customary parameters. The object of the delivery shall remain in the ownership of LCD LaserCut AG until full payment has been made.

9. Property rights

If the Client should provide CAD data or other data, drawings, preliminary versions, models, moulds or other equipment to enable a contract to be executed, the Client shall ensure that the property rights of third parties (e.g. right of ownership, copyright, or patent or trade mark rights) shall not be violated by the use of the items mentioned above. If a claim based on a violation of rights is asserted by a third party, the Client shall indemnify LCD LaserCut AG from all claims.

10. Non-disclosure

Even in the absence of a relevant written agreement, the partners to the contract shall use all the documentation and knowledge obtained from this business connection only for the purposes pursued jointly, and shall keep them in strict confidence in respect of third parties. This also applies to knowledge of special materials, processes and suppliers. This obligation begins from the time the documents or knowledge are first received and ends 36 months after the end of the business relationship.

11. Applicable law and legal venue

(1) All the legal relationships between LCD LaserCut AG and the contractual partner are subject to Swiss law under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL CISG).

(2) The legal venue is Aarau (Switzerland)

12. Partial invalidity and severability clause

If a provision in this contract should be invalid, or should become so, the other provisions of this contract shall still continue to be valid. The parties to the contract shall agree to replace the invalid provision by a valid provision that corresponds as closely as possible to the commercial intention of the invalid provision. The same condition shall apply in the event of a loophole in the contract.