

1. Minimum invoice amount

CHF 200.– global, unless agreement is reached and confirmed to other effect.

2. Prices

Net, in Swiss Francs (CHF) per meter / piece / unit, unless agreement is reached and confirmed to other effect.

3. Credit note for returns (only for standard dimensions)

invoiced price ./ 30 % handling costs (min. CHF 200.–)
 ./ Freight costs delivery and return

All goods which are marked with 'on request' (PD) on our documents are manufactured order-related. This position is excluded from cancellation or returning.

No returning of goods, which were delivered for more than 12 months (invoice date is relevant).

4. Delivery

FCA Arbon (Incoterms 2010) without V.A.T. and customs duty, unless agreement is reached and confirmed to other effect.

5. Terms of delivery

The delivery dates quoted by us are observed as far as possible. This applies to the delivery ex-works, without assurance for the duration of transportation. Indemnity claims put for delayed delivery cannot be recognized. We can accept no liability for accidents in connection with straps, ropes or wire bonds.

6. Prevention of delivery; production stoppages

Production stoppages of all kinds (including force majeure) shall exempt us from our accepted obligations for the duration and scope of the relevant events and their secondary effects. Failure of our subcontractors to supply raw materials shall justify delays, and can exempt us from our delivery obligations. Claims for damages shall not be considered.

7. Quantity tolerance

Deliveries may exceed or fall short of the ordered nominal quantity by up to 10 %. Underlength stock of at least 2 metres may comprise maximum 10 % of the consignment. In the case of orders for fixed lengths, the consignment shall neither fall short of quantity nor include short lengths. Excess deliveries up to 10 % per fixed lengths shall be admissible.

8. Shipment

All consignments shall be dispatched at the customer's risk. We can accept no liability for damage incurred during the transit. Any such damage is to be reported immediately to the responsible transport company.

The conditions of supply laid down in our price lists are a part of these General Conditions of Sale and Supply.

9. Terms of payment

Unless agreement is reached and confirmed to other effect, payment shall be due 100 % advanced or 30 days net with swiss bank guarantee. Payments received later than the date stated in the confirmed conditions can be subjected to arrears interest. The prices stated refer to Swiss Francs, excl. V.A.T., unless another currency is expressly mentioned in the order confirmation.

10. Customer specifications

All customer specifications not complying with our conditions of sale shall have no binding character unless we issue written confirmation of acceptance, and shall then apply solely to the transaction for which they were agreed.

Guarantee

Material which proves unusable due to incorrect properties or to manufacturing deficiencies shall be replaced by us free of charge, provided that it has not been processed.

No liability is accepted for defects in facades or metal constructions from Forster Profile Systems Ltd if the defect is due to the usage of articles other than genuine Forster articles. If non-genuine structural parts are used, the test certificates and attestations issued by Forster for structures assembled in this manner shall be deemed to be invalid. In addition Forster Profile Systems Ltd does not accept any liability for defects due to the installation of components from other manufacturers in the facades or metal structures from Forster or for non-Forster constructions with Forster profile systems.

We shall not be held liable for secondary damage, even if we are aware of the application to which the products are to be put. Deficiencies in our consignments must be reported to us within 8 days of receipt of goods. If the complaint is justified, we reserve the right to eliminate the deficiency within a reasonable time. The customer shall have no right to annul the contract, nor to claim damages.

The data and information on Forster products provided by us in all documentation (quotations, leaflets, brochures, catalogues, drawings, etc.) or during technical consultation shall not involve any obligation. We do not accept any liability for this data and information. These voluntary services are free of charge and shall not provide any basis for claims. The services are not the subject of a consultancy contract. The customer must check the technical and data him/herself. In particular information related to the situation on site from the customer or third parties shall not be checked.

11. Tooling

Tools shall remain the property of our company, even if the customer has made a partial contribution to their manufacturing costs. Tooling costs shall be due for payment together with placement of order.

12. Reservation of ownership

All goods supplied by us shall remain our property until the account has been fully paid.

13. Place of fulfilment

Place of fulfilment and jurisdiction for both parties shall be CH-9320 Arbon, Switzerland.

14. Applicable jurisdiction

The submitted conditions of contract shall be in all parts subject to Swiss law. In the event of diversion of statement in the texts translated into other languages. The German text shall be binding.

15. Validity

Price subject to adjustment at anytime without notice.