

General Terms and Conditions

Billing takes place on goods ordered and delivered, according to the price list of Gujer Landmaschinen AG, 8308 Mesikon/Illnau, valid at the time of delivery.

Payments received after the agreed deadline is subject to interest charges.

Warranty: 12 months from date of delivery according to the warranty conditions of the supplier.

Retention of title: The product remains property of the supplier until paid in full, including possible interest on late payments. The purchaser empowers the supplier to register a title retention according to Art. 715 Abs 1 ZGB and the purchaser obligates himself to carry the corresponding fees.

The title retention also applies to all additional accounts, e.g. accounts due to repairs, spare parts and accessory deliveries.

If the purchaser fails to pay by the stipulated date, the supplier shall be entitled to terminate the contract and to reclaim the product according to Art. 214 Abs. 3 OR.

If the purchaser fails to accept delivery at the delivery time and if the supplier terminates the contract as a consequence, a penalty of 15% of the purchase price is due.

Delivery time and consequences of delay:

The agreed delivery time is valid under restriction of unforeseen events. In particular, the delivery time is adequately prolonged, if the adherence to the delivery time is significantly hindered by force majeure, transport delay, production delay on supplier's side, strike or official import restrictions.

The supplier cannot pay compensation for damages due to delayed delivery. A delayed delivery does not allow the purchaser to decline acceptance of ordered goods.

Mode of payment: as agreed with Gujer Landmaschinen AG.

Transport is at recipient's risk. Machines and accessories are shipped by standard cargo, as agreed with Gujer Landmaschinen AG. All transportation charges are at purchaser's expense. Prior to acceptance of delivery at final destination the recipient has to verify that all items, mentioned in the bill of lading, are present and undamaged. Possible defects have to be reported on the bill of lading and signed by the deliverer, for the purpose of calling to account the carrier.

Defects have to be reported in written form within 8 days after reception of the product or after discovery of the defect.

Return / Exchange: The purchaser is obligated to deliver over his property to us in good, fully functional condition. In the event of damage and suspected defect, we reserve the right to adjust reimbursement accordingly or to invalidate exchange.

Cancellation: Gujer Landmaschinen AG is allowed to cancel orders that have been taken by the company's salespersons within 8 days after conclusion of the contract.

Venue: Both parties stipulate Illnau-Effretikon as place of venue.