

Via Lisora 6 CH-6995 Molinazzo di Monteggio Tel. +41 (0)91 608 19 51 Fax +41 (0)91 608 10 77 Stampaggio di materie plastiche Realizzazione stampi in proprio Tampografia e montaggio Moulage Thermoplastique Fabrication de moules Tampographie et Montage Kunststoff - Spritzwerk Eigener Werkzeugbau Tampondruck und Montage



1. APPLICABILITY

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For each delivery, the supplier must perform the following limitations apply: type and volume of deliveries are contained in the order confirmation. Verbal agreements or exceptions to the general terms and conditions legally binding only if confirmed in writing by the supplier. Offers with no acceptance deadline (end-binding) are not binding. Deviating conditions of the buyer to the present are valid only to the extent expressly accepted in writing by the supplier. Unless otherwise agreed upon, brochures and advertising catalogs are not binding. The indications in the technical documentation are binding only to the extent expressly guaranteed. Each Contracting Party reserves all rights to drawings and technical documentation provided to the other. The receiving party acknowledges these rights and undertakes not to make such drawings and documents accessible to third parties or to use them for purposes other than those for which they were entrusted.

2. PRICES AND PAYMENTS

All prices are ex works or supplier's stock ICA and packaging excluded. Unless otherwise agreed upon, all prices are in Swiss Francs, in the event that the conditions underlying the formation of prices, in particular the monetary parities, or taxes, levies, duties, etc.. government / administration were subject to a change between the time of the offer and the agreed delivery time, we reserve the right to adjust our prices and our condition in the circumstances changed. The packaging will be invoiced with their purchase value. Unless otherwise agreed, invoices are to be paid no later than 30 days from the date of the invoice, without discount and without any other deduction. Payments shall be made on one of our accounts at the banks listed on the invoices. Payment is considered made if the amount due is credited in Swiss francs on one of these accounts and we can dispose of freely. The offsetting against claims is not permissible. If the buyer does not comply with the terms of payment agreed he was held without formal notice, to pay the 31. Day after the invoice date of default interest of 8% pa.

3. PROJECTS AND DEVELOPING

Projects and studies including samples and prototypes, performed by the supplier at the request of the client, remain the property of the supplier and can't be passed on to any third party without the express written consent of the supplier. The supplier reserves the right to invoice these projects, studies, samples and prototypes, if after delivery of the same has not entered the order. Unless otherwise specified or agreements signed with the client, the tolerances on the dimensional values of our products are defined according to SN EN 22768-1.

4. DELIVERY

The agreed delivery time begins after receiving of the order in writing and clarified from the point of view of technical and commercial use, provided that all the administrative formalities have been fulfilled. agreed to be respected by the supplier. If the order has come in late, the term should be adequate. The beginning of the period is, however, conditional entry of the advance. For orders deferred or staggered supplier reserves to produce at once the whole game ordered and confirmed. If the games were not recalled within the agreed deadlines supplier is entitled to invoicing and solicit the withdrawal within 15 days. After this time the goods remain in storage at the supplier's risk and expense of the customer. If the quantity ordered was not withdrawn in due time, and the production was carried out only part of the supplier has the right to charge a supplement for reduced series, damages for loss of earnings as well as any portion not yet billed for the mold.

5. ADDITIONAL ORDERS

The supplier must accept additions of orders at prices reasonably proportionate.

6. INCREASES AND DECREASES DELIVERY

The quantities ordered may vary by plus or minus 10%.

7. MOLDS AND TOOLS

Molds and tools of any kind that were not supplied by the client in any case are the property of the supplier. These tools are used exclusively for the customer. The use of these tools for third parties is only possible if agreed between customer and supplier 50% of the cost participation mold is charged with the order confirmation., The remainder upon delivery of the samples conform to the quality requirements.

8. CARE AND MAINTENANCE OF TOOLS

The supplier keeps all the tools in production order for additional orders and up to 3 years from the last order. At the request are kept for another 2 years after which the supplier is no longer required to keep the tools.

9. SUPPLIES ACCESSORIES

Accessories such as small mechanical parts in the print, or incorporate similar parts supplied by the client must arrive in order and the terms agreed with an additional 5-10% to cover factory rejects. Any damage caused by delays, quality does not conform etc.. are charged to the customer. Impact of delay on deliveries not affect the supplier.

10. LIABILITY OF RISK

Gains and risks pass to the customer at the latest when the supplies they leave our factory. If the shipment is delayed at the request of the customer or for other reasons not attributable to the supplier, the risk shall pass to the customer from the time originally scheduled for shipment from our factory. From that moment on, the supplies are stored and insured at the risk and expense of the customer. The goods can be shipped, the customer's request and expense, insured against shipping damage and fire.

11. COMPLAINTS AND WARRANTIES

Any complaints must be submitted in writing within 8 days of receipt of goods. Otherwise, supplies and services accepted as valid (except for latent defects). If a complaint proves to be founded is the responsibility of the supplier to refine or replace at his own expense the non-conforming goods. If the goods is finished by the customer will agree on the costs to be credited to it. In the case of substitutability of the goods the supplier issues a credit note total. Additional services of any kind that the customer should ask to be excluded are: the approval of samples delivered to preclude any complaint later, provided that the goods supplied correspond to the accepted standards. Parts supplied samples or customer projects exclude the manufacturer's warranty which are not assume responsibility on the functionality of the parts that the customer has designed for one or more purposes. The goods in output is always controlled by the provider, if the customer requests further testing these must be agreed separately and will go against him. Except for the warranty and liability for hidden defects, the customer can't make any other rights or claims to any defect in the supplies.

12. RIGHTS

The customer shall bear the guarantee that the sketches, drawings, models or prototypes shared with the supplier do not infringe the rights of third parties. The customer assumes all damages that may result from a lesion in the field of law.

13. DISPUTE RESOLUTION

Location and venue for any kind of dispute between the customer and supplier are constrained to the legal domicile of the supplier.