



General Terms and Conditions of Business and Delivery of Cleanfix Reinigungssysteme AG

Conditions of sale and performance, valid as of 01 January 2020

1. 1. General Terms and Conditions (GTC)

These General Terms and Conditions (GTC) are an integral part of all contracts and other services (including repairs and service work) between Cleanfix Reinigungssysteme AG (Cleanfix) and its customers. The current GTCs are published on the Internet at www.cleanfix.com.

Deviating conditions are only valid if they have been expressly accepted by Cleanfix in writing.

The conditions of purchase of our customers do not apply in principle, even if Cleanfix has not expressly contradicted them.

2. Offers, Quotations

All offers, technical specifications, illustrations in catalogues, on the Internet and the like are non-binding as long as Cleanfix has not submitted a binding offer. Offers remain valid for 30 days from the date of creation. The offer is considered accepted as soon as the customer returns it signed or declares his consent by e-mail/fax.

Cleanfix accepts the order by the delivery of the ordered goods or by the delivery of an order confirmation. Orders of the customer are valid only under consideration of the valid GTC of Cleanfix.

3. Repair Orders

Cleanfix Reinigungssysteme AG carries out repair orders according to the usual guidelines. The scope of the order is determined at the discretion of Cleanfix, as far as this makes sense.

Cost estimates will only be made if the customer expressly requests this.

Cost estimates are subject to a charge if the repair is not carried out at the customer's request.

In case of non-acceptance or refusal of acceptance of repaired devices or devices, which have an open cost estimate, Cleanfix is entitled, after appropriate announcement, to utilize the item by private sale or removal of the repair parts and scrapping of the rest.

When providing services in the customer's premises, the customer is responsible for safe access and a safe working environment. The customer must provide the necessary infrastructure. The customer is liable for all damages to persons and things, as far as these were not caused by Cleanfix or its employees.

4. Prices

The prices valid and agreed at the time the order is concluded shall apply. Unless otherwise agreed, all prices are quoted in Swiss francs excluding VAT. The value added tax is shown on the invoices in accordance with the law. Statutory fees such as VOC levies, early disposal fees, etc. are listed individually.

Invoices with a value of less than CHF 100 are not eligible for discounts.

Cleanfix reserves the right, without prior notice, to make price adjustments if the market situation so requires.

5. Delivery, Delivery Periods

Cleanfix usually delivers the orders within two working days if the products are available internally and no other delivery time has been expressly agreed. In the case of customer-specific orders, the delivery time is longer and will be notified to the customer in advance. All delivery periods are subject to unforeseeable hindrances such as force majeure, operational or traffic disruptions, delivery bottlenecks at suppliers, etc. Cleanfix may withdraw from the contract if the products have not yet been delivered and cannot be procured within a reasonably extended delivery period due to lack of availability.

Cleanfix reserves the right to change order quantities, which are not in a whole packaging unit, accordingly. Partial deliveries are permitted as long as they are reasonable and reasonable for the customer.

The transport risk shall pass to the customer upon delivery ex works.

6. Delivery Costs / Handling Charges

All deliveries in Switzerland are free of charge. For orders with a net value of less than CHF 300 (excl. VAT and VOC) Cleanfix charges a processing fee of CHF 18.

For deliveries abroad, the actual delivery costs and any customs clearance fees will be charged to the customer. The same also applies to express deliveries at home and abroad.

7. Terms of Payment

Unless otherwise agreed, invoices must be paid in Swiss francs within 30 days of the invoice date. Unauthorized cash discount deductions will be charged subsequently. If the payment deadline is exceeded, the default interest is 6%. As of the 2nd reminder, reminder charges in the amount of CHF 15 will be charged. With new customers or customers, who did not keep the payment terms in the past, Cleanfix can require an advance payment or a down payment.

The customer is only entitled to retain a payment or to set it off against a counterclaim if the counterclaim has been acknowledged by Cleanfix or has been legally established.

8. Inspection and Acceptance of the Delivery

The customer must inspect the deliveries and services within a reasonable period (maximum 3 days) and notify Cleanfix immediately in writing of any defects. If he fails to do so, the deliveries and services shall be deemed accepted.

Cleanfix will remedy the defects as soon as possible. The customer must give Cleanfix the opportunity to do so. Due to defects of any kind in deliveries and services, the customer has no rights and claims other than those expressly described in this and the next paragraph.

9. Warranty, Liability for Defects

Cleanfix Reinigungssysteme AG guarantees that the delivered products and services are free of defects. The warranty period for appliances used in private households is 24 months from the date of delivery. For appliances which are used commercially, 12 months. We are entitled to a warranty period of 6 months for products which are used in multi-shift operation. The warranty obligation is only granted if the products are correctly used and handled, maintained and cleaned. Excluded from the warranty obligation are all consumables and articles subject to wear and tear. A warranty period of 12 months also applies to newly installed spare parts (excl. wearing parts) for repairs carried out. Warranty claims must be asserted in writing. The warranty obligation expires prematurely if the customer or third parties make changes or repairs or if the customer, should a defect have occurred, does not immediately take all suitable measures to minimize the damage and gives the supplier the opportunity to remedy the defect.

In the case of defects which occur within the warranty period and which are reported in good time, Cleanfix undertakes to either repair or replace the delivered goods or to improve the service or provide it again.

10. Exclusion of Further Liability of the Supplier

All claims for damages, reduction, cancellation of the contract or withdrawal from the contract not expressly mentioned are excluded. Under no circumstances shall the customer be entitled to compensation for damage not incurred to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damage.

11. Return Deliveries

Goods which have been correctly delivered by Cleanfix will be taken back after prior agreement. In case of a return delivery the following has to be considered:

- Return deliveries must be reported within 1 week to the sales office (071 955 47 47).
- The return delivery must be accompanied by the mandatory return form (available on the website) and the delivery bill or a copy thereof.
- The return delivery must take place within a maximum of 2 weeks after delivery.
- The goods must be returned in their original packaging and in perfect, unused condition.
- For improperly packaged or used goods, no compensation will be granted or the cost of rectification will be charged.
- Defective goods are disposed of without compensation.
- Special parts will not be taken back.
- In case of return deliveries caused by the customer, a handling charge of 10 % of the net amount, minimum CHF 20.- up to a maximum of CHF 300.- will be invoiced in addition to the return delivery costs.

12. Place of Jurisdiction and Applicable Law

Swiss law shall apply exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

The place of jurisdiction for both parties is Uzwil SG.

Henau, July 12, 2019