

General Terms of Sale and Delivery



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1. General

1.1 The General Terms of Sale and Delivery of Polypag AG (hereinafter referred to as "Polypag") are binding with the issue of a written or oral order by the customer and apply to all goods and services from Polypag, unless a provision to the contrary is included in the offers made by Polypag and/or the order confirmation issued in writing.

1.2 Conditions to different effect are only valid if they have been accepted by Polypag in writing.

2. Conclusion of contract

2.1 With the dispatch of the written order confirmation from Polypag to the customer or, if there is no such confirmation, with the performance of the delivery of the good or the service Polypag is deemed to be subject to a contractual commitment.

3. Scope and performance of the deliveries and services

3.1 If an order is confirmed by Polypag or if there are mutually signed contractual documents, the scope and performance of deliveries and services is deemed to be conclusively defined therein. Unless stipulated otherwise in the order confirmation or the mutually signed contractual documents, the customer is solely responsible for the deployment of all goods delivered or provided for use by Polypag ("objects of delivery") and services.

4. Prices

4.1 Unless otherwise agreed in writing, all prices are quoted EXW Altstätten/SG (Incoterms 2020), in Swiss Francs (CHF) and excluding VAT. Unless agreed otherwise, packaging is included in the price. Transport costs and VOC tax are usually not included in the price.

4.2 EXW deliveries from our bonded warehouse (e.g. from our bonded warehouse in 89079 Ulm, Germany) are completed duty-free.

4.3 The right to change prices is explicitly reserved.

4.4 Unless they are expressly included in our quotation, the creation and delivery of samples shall be invoiced separately.

5. Delivery period and partial deliveries

5.1 Deadlines and dates are only binding for Polypag if they have been confirmed by Polypag in the order confirmation or in mutually signed contractual documents.

5.2 Partial deliveries by Polypag are permissible. In the case of long-term delivery contracts, each partial delivery is considered a separate transaction. The customer is explicitly not entitled to withdraw from the entire contract or to make claims for compensation simply because a partial delivery cannot be made or a partial delivery is delayed.

5.3 Liability for loss of use and any further loss through breach of compliance with deadlines and delivery quantities is hereby explicitly excluded. Liability for downtime and any other damage resulting from the violation of agreed deadlines and delivery quantities is hereby explicitly excluded.

5.4 We reserve the right to make partial deliveries. In the case of long-term delivery contracts, each partial delivery is considered a separate transaction. The customer is explicitly not entitled to withdraw from the entire contract or to make claims for compensation simply because a partial delivery cannot be made or a partial delivery is delayed.

5.5 Due to the increased volume of traffic, precise compliance with deadlines or time frames cannot be guaranteed for deliveries with a fixed deadline or time frame.

5.6 In the event of unforeseeable difficulties in material procurement, a strike, process interruptions and other instances of force majeure, we have the right to define a new delivery date or to withdraw from the contract without cost implications.

6. Shipping and transport

6.1 Unless otherwise agreed, goods shall be dispatched and transported at the customer's risk and expense.

6.2 The transport and/or product packaging of Polypag AG is subject to the statutory information on the transport of dangerous goods under SDR/ADR/RSD/RID for road and rail transport (the "released quantity" under 1.1.3.6 ADR/RID is the quantity of dangerous goods which is indicated in table 1.1.3.6.3 in ADR/RID). Further information on toxic and transport classifications can be found on our material safety data sheets. For the collection of products classified as dangerous goods, the vehicle must be equipped in line with the "Regulation on the Transport of Dangerous Goods by Road (SDR/ADR), and the driver must be trained appropriately and have an ADR licence. Since Polypag as the supplier is liable for non-compliance with the dangerous goods transport regulations, in the absence of a valid ADR licence or in the case of vehicles which are not equipped in accordance with the regulations, no loading will take place. These regulations also apply to the return transport of products. We do not accept returned packaging.

7. Payment terms

7.1 The price is calculated in accordance with our order confirmation on which the delivery is based.

7.2 Unless agreed otherwise in writing, the purchase price must be paid within 14 days of the day the invoice is issued. The customer shall only be entitled to a discount if we have explicitly agreed to this in writing.

7.3 If the customer falls into arrears, we have the right - irrespective of other legal rights we may have - to refuse additional deliveries based on this contract or other contracts, or to make such deliveries contingent on prepayment or provision of security.

7.4 All quotations submitted by Polypag are understood to be contingent upon a positive assessment of the customer's creditworthiness. If, after conclusion of contract, we become aware of circumstances that impair the creditworthiness of the customer,

then we have the right to provide deliveries and services only against prepayment or provision of security. If the customer refuses to provide prepayment or security, then we have the right to withdraw from the contract.

8. Retention of title

8.1 We retain title to the delivered goods until all financial claims that have arisen from the business relationship with the customer have been completely settled. This includes ancillary claims and claims for compensation. In the event of ongoing invoicing, the retained title to all goods shall be considered as security for the outstanding balance.

9. Warranty

9.1 In relation to the sale of products, Polypag guarantees compliance with technical properties as specified in the «Product Data Sheets» up until the expiry date or, in the case of products with no printed expiry date, up until the delivery time.

9.2 With regard to the use and processing of products, the detailed information in particular in the "Product Data Sheet" or on the packaging is binding. In general, compliance with the rules of construction technology and standard construction practice is essential. Similarly, products are in principle only intended for clients, whose employees have the necessary technical knowledge.

9.3 We expressly reserve the right to change the product formulation on the basis of the most recent research findings.

9.4 Any warranty of Polypag presupposes that defects and/or unfitness for use and damage demonstrably occur as a result of poor materials and/or defective design or construction, that the client reports any existing or imminent losses immediately to Polypag in writing, that the objects of delivery are stored in accordance with the Polypag guidelines, maintained and/or used prior to their expiry date and that there has been no improper conduct by the customer or any third party or any external causes, including force majeure, the influence of third party products or mechanical impacts and damage.

9.5 The warranty determined above is final and replaces any other warranty, in particular also presupposed characteristics and/or any suitability of the objects of delivery for specific purposes of use.

9.6 The warranty period is 12 months from the date on which the product is ready for collection or dispatch.

9.7 The defect rights of the customer consist at the choice of Polypag of a free repair, free replacement delivery or suitable price reduction in connection with the sale of products.

9.8 Further defect rights are explicitly excluded. The right to compensation in accordance with the following provisions on liability is reserved.

10. Inspection and notice of defects

Any warranty from Polypag presupposes that the customer inspects all objects of delivery immediately after receipt and services during their performance or has them checked by a third-party and notifies any defects and/or unsuitability for use immediately after discovery by registered letter to Polypag. If the inspection and notification are not performed on time, the goods (both with sale and with use transfer) and services will be deemed to have been approved.

11. Liability

11.1 Polypag shall be liable to the customer for any loss, caused intentionally or through gross negligence, associated with the delivery of products, provision of services or violation of subsidiary contractual obligations, at most to the value of the contract for the products that were delivered and rejected or the services invoiced for. Any contractual or non-contractual liability which goes beyond this, in particular for direct or indirect consequential damages, is, insofar as it is legally permitted, hereby waived. This exclusion of liability also applies to the contractual and non-contractual liability of Polypag in connection with damage which is attributable to actions or omissions of the legal representatives, employees and agents of Polypag and to the personal contractual and non-contractual liability of these persons.

12. Applicable law, place of jurisdiction

12.1 The legal relationship of the contractual parties is subject to Swiss law. The (non compulsory) Swiss conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods dated of 11 April 1980 (Vienna Convention) are excluded.

12.2 The contractual parties choose the registered office of Polypag as the place of jurisdiction for any disputes arising from their legal relationship. Polypag, however, is entitled to apply to any ordinary court with jurisdiction for the customer.