

General Offer and Delivery Conditions

General information

By placing an order, the customer acknowledges the following terms of delivery. All verbal and telephone agreements must be confirmed in writing for the order to be binding.

Quotations

Our quotations are not binding.

Contract agreement

The contract shall be deemed finalized when we have confirmed acceptance of the order in writing.

Documents and drawings

Documents and drawings remain our property and may not be made accessible to third parties without our written consent. Contraventions shall oblige the faulty party to pay full compensation. The copyright remains expressly reserved.

Pricing / Terms of payment

Our prices are net ex Landquart and, unless otherwise stated, do not include VAT, transport, packaging, insurance, assembly, installation and subsequent application support.

Even for current orders, we reserve the right to increase the price proportionately if material prices or wages increase after confirmation of the contract.

In the event of currency fluctuations or other changes in import or export costs, we reserve the right to adjust our prices accordingly.

For orders under CHF/EUR/GBP 150.00 that are not processed via our webshop, we charge a minimum order value surcharge of CHF/EUR/GBP 25.00.

Payments must be made in the correct currency denomination upon receipt of the invoice in Swiss francs, Euros or British pounds without any deduction. If a payment agreement has been made, payment must be made in such a way that we can dispose of the amount on the due date. The costs and risk of payment transactions shall be borne by the customer.

Terms of delivery

Unless otherwise agreed, our delivery periods are non-binding. We are entitled to postpone the delivery period:

- a) If the terms of payment are not met;
- b) if events of any kind occur through no fault of our own which affect the orderly progress of the work for the execution of the order at our premises or those of our suppliers;
- c) if the information required for the execution of the order is not made known to us in good time or subsequently changed.

A delay in delivery shall not entitle the customer to withdraw from the contract or claim damages. A penalty for delay can only be demanded if a corresponding agreement has been made.

Transfer of risk

The shipment takes place at the expense and risk of the customer. Claims for damages can only be accepted if we are responsible for them.

Warranty

The warranty period for all products supplied by us is 24 months from the date of delivery or 30 months from the date of production.

Exception: cegard/Mini-CC with 36 elements have a guarantee of 5 years from production date. If manufacturing or material defects are found within this period, we will, at our option, replace, repair or credit the goods free of charge. We shall be at liberty to carry out this work at the assembly site or to demand the postage-free return of the defective parts via the RMA process. Defects caused by improper handling, extraordinary strain, non-compliance with our assembly, operating and maintenance instructions or by unauthorised intervention are not covered by the warranty. Our warranty services only apply to the apparatus and parts supplied by us. We are not liable for any direct or indirect damage.

We reserve the right to charge, according to the valid hourly rates, any customer support beyond our statutory product warranty conditions.

RMA process

The registration for a structured repatriation must be done via www.cedes.com/service-support/. Returns will only be accepted with an RMA number.

Return of stock items

The return of stock items can only take place with the prior consent of CEDES AG and in their original packaging. Provided that the articles are in perfect condition, a maximum of 80% of the invoiced amount will be credited to stock items.

Replacement deliveries

Complaints will only be accepted within eight days of receipt. of the delivery. We reserve the right to settle justified complaints either by replacement delivery, repair or credit memo.

Retention of title

The goods shall remain our property until full payment has been made, which shall not expire in the event of pre-assembly or installation. Counterclaims or complaints do not entitle the customer to withhold payment or to offset without our consent.

Law and place of jurisdiction

Swiss law shall apply exclusively to the aforementioned offer, payment and delivery conditions, even in the case of export. In any case, the place of jurisdiction shall be the registered office of CEDES AG.