

TERMS AND CONDITIONS OF SALE

General Terms and Conditions (GTC No. 01/05/2025)

1. OFFERS

All our offers and delivery dates are subject to change.

2. PRICES

Unless otherwise agreed in writing, our prices are ex works, excluding VAT, packaging and postage.

If the order value per invoice is less than CHF/€ 250, an additional order fee of CHF/€ 80 will be charged. *)

3. PACKAGING AND TRANSPORT

Packaging and postage costs are exclusive. EPAL pallets, SBB frames and lids are regarded as exchangeable containers and must be exchanged immediately, otherwise they will be invoiced. Half-frames and single-use pallets are invoiced per delivery.

Transport is usually carried out by Emil Egger Transporte AG. If the customer insists on other forwarders or if notifications, registrations via portal or collections by Milkrun, etc. are specified, a flat rate of CHF/€ 50 per delivery will be charged as a separate item. *)

4. EXPORTS

For export deliveries with an order value of less than CHF/€ 1,000 per delivery, an export surcharge of CHF/€ 80 will be charged.

If customs clearance is carried out by the customer himself at a delivery address abroad, the customer is responsible for ensuring that the export declaration is sent to Hans Eberle AG (accounting@hans-eberle.ch). If no export declaration is available 6 months after the export, Hans Eberle AG is authorised to invoice the customer for the VAT.

5. QUANTITY TOLERANCE

Each order is customised. The quantity tolerances are shown for each item on the order confirmation. Without your counter-report within two working days, you agree to the specified tolerance.

If delivery in exact quantities is required, this must be stated in the enquiry and clearly indicated on each order.

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6. DELIVERY DEADLINES

The delivery periods stated by us at our best judgement are not fixed dates and presuppose the fulfilment of the contractual obligations of the customer to be performed by then. Claims of the buyer due to late delivery are excluded.

7. FRAMEWORK CONTRACTS

If the customer concludes a framework agreement with Hans Eberle AG, the quantity is based on a maximum annual requirement.

The minimum value for a contract item is CHF/€ 1,000.

The maximum term is 12 months from the start of the first delivery. If no initial delivery date is specified when the order is placed, the term shall be 12 months from the confirmed readiness for delivery. The readiness for delivery, the defined safety stocks, the production and call-off lots are specified in the contract. If the agreed contract quantity is not purchased by the customer by the end of the agreed term, the customer shall receive a six-month extension. If the customer allows this period to elapse, the sales price for the remaining quantity shall automatically increase by 5% (storage costs). After a further six months, Hans Eberle AG may invoice and deliver the remaining quantity to the customer or charge further long-term storage costs, which will be invoiced annually and in advance at CHF 120 per pallet space.

8. TOOL COSTS

Any debited tool costs always represent only a proportion of the total tool costs.

The tools remain our property and cannot be made available to the customer on loan. For tools that have not been used for more than three years, we charge a storage fee of CHF/€ 120 per year. The customer must notify us in writing of any deviating regulations.

For tool costs greater than CHF/€ 10,000, an initial down payment is due with the order.

9. TERMS OF PAYMENT

Unless otherwise agreed in writing, our invoices are payable within 30 days, discounts are not granted. Interest on arrears will be charged if the payment deadline is exceeded. All invoices are payable in Swiss francs, expressly subject to other agreements.

10. NOTICE OF DEFECTS, WARRANTY

In the event that Hans Eberle AG products delivered to the Buyer give rise to justified complaints for any reason whatsoever, the Buyer shall have the right to demand either free subsequent delivery of the faulty goods or a credit note for the value invoiced by us for the units concerned. Any further claims, in particular claims for damages or reworking costs without preceding information, are excluded. Material damage and consequential damage to products provided by customers or third parties are also excluded from the warranty.

Visible and measurable defects must be reported within 10 days of the delivery date of the shipment or partial delivery, or immediately upon receipt in the case of continuous deliveries.

Hidden defects must be reported immediately after their discovery, but no later than one year after the delivery date.

11. TRACEABILITY

The requirements of our certified ISO 9001-2015 management system apply to the traceability of documents and data.

12. THIRD PARTY PROPERTY RIGHTS

If deliveries are made according to drawings or other information provided by the customer and if the industrial property rights of third parties are infringed as a result, the customer shall compensate us for the resulting damage and indemnify us against all third-party claims.

13. SPECIAL CONDITIONS

We accept no liability for operating and other damage that may arise as a result of delays in delivery or use of the products supplied by us.

For orders placed with us on the basis of a sample or verbal information, only the information in our order confirmation shall be binding for us.

The above prices are based on the labour and material costs valid on the document date and the exchange rate corresponding to the document date. Should one of these factors change significantly before the delivery date, we reserve the right to adjust the price.

The conditions set out above cannot be cancelled by the customer's purchasing provisions to the contrary. Deviations must be agreed in writing in order to be binding.



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14. DIMENSIONAL TOLERANCES

If the customer does not specify the dimensional tolerances either on the order or on the drawing, we work in accordance with ISO 2768m.

15. WELDING WORK

If the customer does not specify the quality requirements or the execution of the welding work either on the order or on the drawing, standard processes 13 or 14 in accordance with ISO 4063 shall be applied.

Welding work is carried out by specialised personnel and quality is monitored. If no special requirements are formulated by the customer and the welding work is carried out in the unregulated area, evaluation group D according to SN ISO 5817, ISO 10042 (aluminium) or ISO 13919-1 and 2 (laser welding) is used for quality assurance.

16. PLACE OF JURISDICTION

The place of performance and jurisdiction is Ennenda, and Swiss law applies exclusively.

Hans Eberle AG, Ennenda

*) These positions are cumulative; A customers are exempt from this rule.