

General Sales and Delivery Conditions, V3 Silverstone GmbH, St.Gallen

Scope

These General Sales and Delivery Conditions (GSDC) regulate the contractual relations between Silverstone GmbH and its clients and count as expressly or tacitly accepted when placing the order. Arrangements deviating from these GSDC are only valid once they have been expressly confirmed in writing by Silverstone GmbH. Contrary conditions on the part of the buyer will not be recognized, unless there is an express written agreement with Silverstone GmbH.

Offer and Acceptance

Offers by Silverstone GmbH are strictly subject to confirmation. The contract exists as a result of a confirmed or tacitly accepted order. No contract will come into existence in any other way. Divergent confirmations of orders will count as new offers which will be interpreted as the binding content of a contract if not contradicted within 14 days.

Delivery Conditions

In the absence of any other agreement, ex works prices apply. Consignments will be delivered by post or courier.

No refunds will be made for collection.

In no case does Silverstone GmbH accept responsibility for execution of deliveries on schedule or any delays which may occur. Costs arising from a delay in acceptance of a delivery can be passed on by Silverstone GmbH.

Prices

Our prices as quoted are to be taken merely as guide values. In all cases kg are given as a basis. The sales prices in the order confirmation are the sole binding prices. These prices can also be requested from Silverstone GmbH in advance. All prices apply exclusive of VAT. VOC and similar costs are not included in the sales prices and will be charged separately.

Transfer of Benefit and Risk

In all cases benefit and risk are transferred to the buyer as soon as the goods emerge for dispatch.

Damage in Transit

Externally visible transit damage must be reported to the carrier immediately on receipt. The recipient can refuse to accept the package or accept it with reservations. Otherwise all claims under guarantee are void.

Externally invisible damage must be reported within the time limit applicable to normal business procedure.

Quality

The analysis values of the certificates as shown refer exclusively to samples. Deviations within a batch are not always excluded in the case of natural products.

Defects / Liability

All rights regarding defects are excluded insofar as this is legally permissible. Warranty claims arising from damage as a result of delay in delivery are especially excluded. All liability on account of consequential damage or other damage arising directly or indirectly from the use, taking or processing of bought products is expressly excluded, insofar as this is legally permissible. Liability is also excluded for consequential damage attributable to attacks by vermin.

The buyer must check deliveries immediately after receipt and before using them and lodge a written report on any possible defects. If the buyer neglects to do this, the delivery will count as approved.

Taking back of wrong goods, goods ordered in error, or individually filled goods is excluded.

Contamination by insects can never be entirely ruled out in the case of natural products. No liability for delivered products can be assumed without disinfestation.

Should Silverstone GmbH acknowledge a defect in spite of the abovementioned exclusions, it may either supply a replacement or issue a credit for the defective goods.

Payment

Payments are due without reduction within the period shown on the invoice. Setting off against outstanding payments by Silverstone GmbH is not permitted. Open credits may be deducted from the sum invoiced.

If the time limit for payment has been passed, the buyer is in default of payment. Silverstone GmbH reserves the right, once this payment period has elapsed, to charge interest on arrears of 0.5% of the sum invoiced per month commenced. Silverstone GmbH also reserves the right to charge the party in arrears all reminder charges and enforcement charges that become due.

Delivered goods remain the property of Silverstone GmbH until full payment is made.

Force majeure

Silverstone GmbH is not liable for non-fulfillment of contractual obligations if the cause is outside its control (e.g.: fire, floods, natural disasters, scarcity of raw materials, war, strike etc.)

Place of Jurisdiction

The place of jurisdiction for all claims is the registered place of business of Silverstone GmbH. Swiss law applies. CISG does not apply.