

General Terms and Conditions of Business (GTC) of Gloor Instruments AG

Scope

For the use of this website as well as the business relations between Gloor Instruments AG, Schaffhauserstrasse 121, 8302 Kloten, Switzerland and its customers, the following General Terms and Conditions (GTC) apply in the version currently available and valid when the website is opened when goods are ordered. All products and services purchased through Gloor Instruments AG, in direct sales as well as through the web shop, are directed exclusively to customers domiciled in Switzerland or Liechtenstein. A customer is any natural person or legal entity that has a business relationship with Gloor Instruments AG. Gloor Instruments AG accepts no liability in the event of resale of the purchased products to third parties. Goods which fall under the definition of civil and military usable goods (also known as dual-use goods) are to be treated accordingly. The GTC and the data protection provisions may be amended from time to time. Gloor Instruments AG asks you to read these provisions carefully each time you visit the website and place an order for goods.

These GTC apply exclusively. Conflicting or supplementary terms and conditions or terms and conditions deviating from these GTC require the express written confirmation of Gloor Instruments AG in order to be valid. The customer confirms to fully acknowledge these GTC terms of delivery and payment by the use of this web page and/or with an order of goods including. Should individual provisions of these GTC prove to be invalid or unenforceable or become invalid, this shall not affect the validity of the remaining provisions.

The operator of this website is Gloor Instruments AG: www.gloorinstruments.ch/Impressum

Prices

The prices quoted by Gloor Instruments AG include, unless otherwise stated, the statutory value added tax and copyright levies for electronic equipment.

Shipping costs, if not otherwise provided, will be charged additionally and are to be paid by the customer. These shipping costs are shown separately in the order process.

Technical changes, errors and misprints excepted Gloor Instruments AG reserves the right to make price changes at any time without prior notice.

Conclusion of contract

The contract is concluded as soon as Gloor Instruments AG sends an order confirmation by email confirming the shipment of the ordered products or services.

Orders are usually shipped against invoice and if the goods are available. If it becomes apparent after conclusion of the contract that the ordered goods cannot be delivered or cannot be delivered in full, Gloor Instruments AG is entitled to withdraw from the entire contract or from a part of the contract. If the customer's payment has already been received by Gloor Instruments AG, the payment will be refunded to the customer. If no payment has been made yet, the customer will be released from the obligation to pay. Gloor Instruments AG is not obliged to make a replacement delivery in the event of termination of the contract.

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Payment options and retention of title

Gloor Instruments AG reserves the right to exclude customers from individual payment options or to insist on payment in advance without giving reasons.

If the customer is delayed in payment Gloor Instruments AG may charge a default interest of 5% per year and a reminder fee of maximum CHF 20.- per reminder.

The products delivered to the customer remain the property of Gloor Instruments AG until full payment has been received.

Delivery, obligation to inspect, notification of defects and return

The deliveries are sent by mail or courier service to the address specified by the customer in the order. Invoicing is done by email or by mail. Upon shipment, the benefit and risk shall pass to the customer to the extent permitted by law.

If the delivery cannot be delivered or if the customer refuses to accept the delivery, Gloor Instruments AG may terminate the contract after notifying the customer by email and setting a reasonable deadline as well as charging the costs for the expenses.

The customer is obligated to inspect the delivered goods immediately upon receipt of the delivery and to report any defects for which Gloor Instruments AG is liable immediately in writing by letter or email to the address in the imprint.

Returns to Gloor Instruments AG are at the expense and risk of the customer. The customer must send the goods in their original packaging, complete with all accessories and together with the delivery note and a detailed description of the defects to the return address specified by Gloor Instruments AG.

If the inspection by Gloor Instruments AG shows that the goods have no detectable defects or that they are not covered by the manufacturer's warranty or guarantee, Gloor Instruments AG may charge the customer for the costs of the effort, the return shipment or the disposal, if any.

Installation, structural measures, Commissioning

If it is agreed that the installation will be carried out by Gloor Instruments AG, the installation and commissioning will be carried out in coordination with the customer. The customer must ensure that the environment meets the technical, structural and other requirements for optimum use of the object of purchase. The customer is obliged to professionally carry out the power supplies, cables, lines, spatial changes, etc. required for the installation before the start of the installation or to have them carried out at his own expense. If the customer fails to prepare the premises in a condition as agreed with Gloor Instruments AG in due time, Gloor Instruments AG is entitled to charge the customer for the resulting additional costs (working time, material, expenses). This shall also apply in particular if the installation cannot be carried out at all as agreed due to lack of preparation of the premises by the customer. Any delay in this work shall not release the customer from its obligation to fulfill the contract.

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Support conditions

Are regulated separately in the individual service contracts

Right of withdrawal

Exercising the right of withdrawal leads to a reversal of the contract. The customer must return the goods within 10 calendar days/14 days in their original packaging, complete with all accessories and together with the delivery note to the return address specified by Gloor Instruments AG. Returns to Gloor Instruments AG are made at the account and at the risk of the customer. Any payment already made will be refunded to the customer within 20 calendar days, provided Gloor Instruments AG has already received the goods back or the customer can provide proof of dispatch.

Gloor Instruments AG reserves the right to claim reasonable compensation for damage, excessive wear and tear or loss of value due to improper handling and to deduct the reduction in value from the purchase price already paid or to invoice the customer.

In the following cases no right of withdrawal is granted:

- i. If the contract has a random element namely because the price is subject to fluctuations over which the provider has no control.
- ii. If the contract concerns a movable item which, due to its nature, is not suitable for return or can spoil quickly;
- iii. If the subject of the contract is a movable item that is made according to the specifications of the consumer or clearly tailored to personal needs;
- iv. If the contract concerns digital content and this content is not provided on a fixed data carrier or if the contract is to be performed in full by both contracting parties immediately;
- v. If the subject of the contract is a service and the contract is to be fully performed by the provider with the prior express consent of the consumer before the withdrawal period has expired.
- vi. In the areas of accommodation, transportation, delivery of food and beverages, and recreational activities, if the provider undertakes at the time of conclusion of the contract to provide the services at a specified time or within a specified period of time.

Warranty

Gloor Instruments AG makes every effort to supply goods of impeccable quality. In the event of defects complained of in due time, Gloor Instruments AG warrants the item purchased by the customer to be free from defects and to be in good working order during the statutory warranty period of generally one year from the date of delivery. It is at the discretion of Gloor Instruments AG to provide warranty by repair free of charge, replacement of equal value or by refund of the purchase price. Further claims are excluded.

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The warranty does not cover normal wear and tear or the consequences of improper handling or damage by the customer or third parties or defects caused by external circumstances. Likewise, the warranty for consumables and wear parts (e.g. batteries, rechargeable batteries, etc.) is excluded.

It is not possible for Gloor Instruments AG to provide any assurances or guarantees for the up-to-dateness, completeness and correctness of the data or for the continuous or uninterrupted availability of the website, its functionalities, integrated hyperlinks and other contents. In particular, no representation is made or warranty given that the use of the website will not infringe rights of third parties not owned by Gloor Instruments AG.

Liability

Gloor Instruments AG excludes all liability, irrespective of its legal basis, as well as claims for damages against Gloor Instruments AG and any auxiliary persons and vicarious agents. In particular, Gloor Instruments AG is not liable for indirect damages and consequential damages, loss of profit or other personal injury, property damage and pure financial loss of the customer. Any further mandatory legal liability, for example for gross negligence or unlawful intent, shall remain reserved. Gloor Instruments AG uses hyperlinks only for the simplified access of the customer to other web offers. Gloor Instruments AG can neither know the contents of these web offers in detail nor assume liability or other responsibility for the contents of these web pages.

Data privacy

Gloor Instruments AG may process and use the data recorded in the course of concluding the contract for the purpose of fulfilling the obligations arising from the purchase contract and for marketing purposes. The data necessary for the performance of the service may also be passed on to contracted service partners (logistics partners) or other third parties. The further data protection provisions are available under the following link: www.gloorinstruments.ch/Impressum

Further provisions

Gloor Instruments AG expressly reserves the right to change these GTC at any time and to put them into effect without notice. In the event of disputes Swiss substantive law shall apply exclusively, to the exclusion of conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention) is explicitly excluded. The place of jurisdiction is Kloten, unless the law does not provide for mandatory places of jurisdiction.

Contact

If you have any questions about these terms and conditions please contact: www.gloorinstruments.ch/Impressum