

General Terms and Conditions of Sale and Delivery

status 05/09/2024

1. Prices

1.1 Our prices will be adjusted to the market situation. The prices in the order confirmation (conclusion of the contract) shall be charged. The prices are valid for 30 days. We reserve the right to adjust prices to the current market situation. Prices are exclusive of VAT and surcharges.

1.2 Wagner System AG reserves the right to levy and adjust surcharges according to the current market situation.

1.3 The small quantity surcharge for deliveries under CHF 100.- (net value of goods, excl. VAT and surcharges) is CHF 20.-.

2. Delivery quantities, times and terms

2.1 We reserve the right to round up order quantities that do not correspond to a whole unit or standard profile lengths.

2.2 The stated delivery times apply from our delivery centre in Willisau.

2.3 The delivery deadline for our standard programme / stock items is 2-3 working days after receipt of the order confirmation, subject to prior sale.

2.4 The scope of delivery is specified in the order confirmation from Wagner System AG. Additional deliveries and services, in particular changes to orders, shall be invoiced separately by Wagner System AG.

3. Delivery, postage and packaging

3.1 Access by lorry as well as loading and unloading must be ensured by the customer.

3.2 We deliver free to your doorstep, construction site or freight train station for consignments with a net value exceeding CHF 3,000 (excluding VAT and surcharges).

3.3 Deliveries outside Switzerland are carried out by DAP. Any transport and/or customs costs will be invoiced, carriage paid deliveries are excluded.

3.4 Extra shipping costs will be invoiced (e.g. rail, courier services, express deliveries, crane unloading, waiting times, special deliveries, etc.)

4. Terms of payment

4.1 All invoices issued by Wagner System AG shall be payable within 30 days of the invoice date.

4.2 Wagner System AG will charge a processing fee on top of any deductions made without prior written approval from Wagner System AG.

4.3 In case of default of payment, the buyer or customer will be charged default interest of 8% plus the resulting expenses. We reserve the right to hand over the documents to a debt collection agency.

5. Receipt of goods and complaints

5.1 The recipient must check the goods on arrival. Shortages or damage must be indicated on the delivery note and reported immediately.

5.2 Complaints must be reported in writing and well documented within 3 working days.

5.3 The recipient must have any damage or loss that occurs during transport confirmed by the postal service or the haulier's driver.

6. Right of return, credit note and liability for defects

6.1 In general, goods will only be taken back following an agreement after the order has been placed. Furthermore, only standard items in perfect condition in their original packaging will be taken back.

6.2 After packaging and quality control, a maximum of 80% of the invoiced value less restocking costs will be refunded as a credit note for returned goods.

6.3 Goods will only be taken back from a minimum net value of CHF 500.-. The goods credit note will not be paid out.

6.4 Return transport costs to our Willisau delivery centre shall be borne by the customer.

6.5 Customised products including coatings or further processing will not be taken back.

6.6 Any defects in the service provided or goods delivered must be reported in writing and well documented (including photos) immediately upon discovery. Defective products must not be installed. Defects that verifiably result from material or production errors will be remedied by Wagner System AG through rectification or replacement.

6.7 Any further warranty and claims for damages (e.g. waiting times, scaffolding hire, labour costs, contractual penalties, etc.) are excluded. If there is a dispute regarding the existence of an alleged defect and/or any other breach of contract, the burden of proof shall be on the customer.

6.8 Wagner System AG cannot be held liable for the correctness of customer orders (especially dimensions, design details and compatibility).

7. Consulting

7.1 Recommendations and suggestions from our technical sales consultants are made to the best of their knowledge based on practical experience. They are, however, non-binding and do not release the buyer and user from their responsibility.

7.2 Wagner System AG does not assume any liability for material samples, dimensions and advice, nor for the processing of the supplied material by the contracting company.

7.3 Clients must inspect the relevant material samples and dimensions.

7.4 We reserve the right to charge additionally for services (e.g. measurements, site supervision, etc.).

8. Warranty services

8.1 Our warranty service applies if the material is handled properly and professionally in accordance with the current installation documentation. In addition, the recognised rules and standards of the construction industry and the trade associations apply.

8.2 The material specifications and our technical documentation can be changed unilaterally at any time without prior notice.

8.3 The system function of the façade substructure is guaranteed if anchors, profiles and connecting elements are supplied by Wagner System AG.

9. Basics

9.1 The goods shall remain the property of Wagner System AG until the invoice has been paid in full. Wagner System AG reserves the right to have the retention of title entered in the retention of title register as appropriate.

9.2 Unless otherwise specified, colour coatings are calculated and executed in RAL standard (silk gloss).

9.3 Wagner System AG accepts no liability for damage or loss caused by failure to observe the instructions provided by Wagner System AG.

9.4 Should there be any contradictions between these GTC and the contract with the customer, the provisions of the contract shall take precedence. In any case, these GTC of Wagner System AG shall take precedence over the Customer's general terms and conditions, unless these have been expressly recognised in writing by the management of Wagner System AG.

9.5 Should individual provisions of these GTC be fully or partially void and/or ineffective, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The void and/or ineffective provisions shall be replaced by such provisions that come closest to the meaning and purpose of the void and/or ineffective provisions in a legally effective manner. The same applies to any regulatory gaps.

9.6 These GTC, their amendments and any disputes arising from or in connection with the legal relationships between the parties shall be governed exclusively by Swiss substantive law, excluding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

9.7 To the extent permitted by law, the courts at the registered office of Wagner System AG shall have exclusive jurisdiction to adjudicate any disputes (including the assertion of set-off and counterclaims) arising out of or in connection with these GTC (including their validity, legal effectiveness, interpretation or fulfilment). However, Wagner System AG shall also be entitled to sue the customer at its place of residence or registered office or at any other place of jurisdiction provided by law.