

General Terms and Conditions

1. General items / range of validity

Business between KUK Electronic AG (KUK) as the supplier and the customer shall be governed by the following general terms and conditions of business and supply unless expressly agreed otherwise in writing.

2. Quotations / orders

Quotations have a limited period of validity in accordance with legal regulations or as specified in the quotation.

Orders addressed to KUK shall be in writing. An order shall be considered accepted upon written confirmation. In case of order cancellation, the costs incurred shall be charged to the customer.

3. Prices / terms of payment

Unless agreed otherwise, prices are in Swiss francs (CHF), exclusive of Swiss VAT (MwSt), and ex factory. If procurement costs increase significantly in the course of the procurement period (as a result of taxation, customs duties, shipping costs, wide exchange rate fluctuations, etc.), KUK reserves the right to adjust the prices. Such price adjustments shall be appropriately stated. Invoices are payable within 30 days net. The customer shall not be entitled to offset invoiced amounts.

4. Data privacy

KUK is authorized to process person-related data as part of quotation and order processing. The customer acknowledges that KUK may make such data accessible to third parties in the course of order processing.

5. Delivery time

Delivery times are not binding and are based on the specific conditions at the point of time of quotation. Delivery times start on the date of order confirmation and end when the delivery leaves KUK. In case of unforeseen events, delivery times may be extended.

6. Order fulfillment

Deliveries shall be considered fulfilled and the benefits and risks transferred to the customer when the delivery leaves the premises of KUK. This also applies when deliveries are free of postage and freight charges. The customer shall inspect the delivery within 5 business days for any defects and if necessary file a complaint in respect of a defect of goods. After this, the delivery shall be considered accepted (except for hidden defects).

7. Warranty

KUK grants a one-year warranty on the goods and services delivered starting on the date of delivery. The warranty includes correction of defects or replacement (providing that components are still available). Improper treatment or improper repair efforts by the customer shall void the warranty. Claims for compensation of damage are expressly declined which is caused by use or by defects of the delivery.

8. Reservation of title

KUK reserves the right to the title of all goods sold or delivered up to the point of complete payment of the purchase price. If the customer is in arrears, KUK may recover the goods in accordance with legal regulations.

9. Modifications, applicable law, and place of jurisdiction

Swiss law shall be applicable. The sole place of jurisdiction is CH-9050 Appenzell, Switzerland.