

General terms & conditions of sale

Deliveries, services and quotations provided by GIMOTA AG are made exclusively on the basis of these terms & conditions, even if they are not again explicitly agreed. These terms & conditions will be deemed to have been accepted when goods or services are ordered. We herewith reject any terms and conditions of purchase of the customer. Any deviations from these terms & conditions will not be valid unless confirmed by us in writing.

We reserve the right to supply up to 10% more or less of an order when products are made to the customer's specifications.

General

The information in our sales material (drawings, diagrams, dimensions, weights and other features) are intended as approximate values and do not constitute any assurance of properties unless they are explicitly designated as binding in writing.

Offer and conclusion of contract

Unless agreed otherwise, our offers are binding for 1 month. We reserve the right to change prices in exceptional circumstances (raw materials). Orders will only be binding on GIMOTA AG after written confirmation is issued.

Prices / packaging / terms of payment / supplements

The prices listed in our order confirmation are definitive. Unless otherwise agreed, prices are quoted in Swiss francs (CHF) and are subject to transport and packing costs in accordance, with INCOTERMS 2010, FCA Geroldswil, and do not include statutory VAT.

As a general principle, we deliver in standard packaging units and we reserve the right to adjust the quantity in the event of a deviation. We charge a supplement of CHF 10.00 per line item for part packaging units.

We will charge a lump sum of CHF 20.00 on orders with a value below CHF 100.00 to cover general costs of the order.

Invoices are payable net within 30 days of the date of invoice unless otherwise agreed. As a general principle, delivery is effected at the customer's expense by parcel post, shipping company or our vehicle unless explicitly agreed otherwise. Payment is only deemed to have been made when we have the due invoice amount at our disposal.

If the customer is in default, we will be entitled to charge interest of 5 % from the date in question. In addition, during the period of default GIMOTA AG will be entitled to terminate the contract at any time, to demand the return of the goods supplied and to claim damages for the void contract. All outstanding claims will become due immediately if the customer is in default of payment, culpably fails to meet essential obligations arising from the contract or circumstances become known to us that are likely to diminish the customer's credit standing, in particular suspension of payment, or if insolvency or bankruptcy proceedings are instituted. In such cases, we will be entitled to withhold outstanding deliveries or to execute them only against prepayment or other security.

Transfer of benefit and risk, shipment and insurance

In accordance with Incoterms 2010, FCA Geroldswil, unless agreed otherwise.

Delivery periods / delivery date

The delivery periods quoted in our offers apply from receipt of the order. The delivery period will be deemed to have been met if the shipment has been made available for dispatch in our factory when the period expires.

Any possible overrun of the delivery deadlines indicated does not justify claims for damages or a cancellation of the order in question. Shortages of raw materials, damage to tools, transport difficulties and similar causes of disruption that make delivery impossible, or make it disproportionately more difficult or more expensive, release us from our delivery obligations without compensation. Notification of identifiable delays will, wherever possible, be given immediately.

Framework agreements will only be accepted with call-off periods. If the call-off period is not precisely defined, it will end 12 months after conclusion of the agreement. In this case, the call-off quantity specified in the agreement must be accepted. If acceptance does not take place within the agreed period, GIMOTA AG will be entitled to deliver finished shipments without any further notification.

Documents / samples

Our catalogues, drawings, sketches etc. are our intellectual property and may not be modified or used for other purposes without our written consent. Samples are only provided against payment.

Inspection and acceptance of delivery

Any apparent defects detected must be reported to GIMOTA AG within 10 days. If the customer fails to do so, the delivery will be deemed to have been accepted.

Any further inspections of the goods prior to shipment and/or certificates (e.g. acceptance inspections, factory test certificates etc.) must be agreed beforehand in writing and specified on the order. Any costs incurred will be invoiced. Any return of goods by the customer requires the prior consent of GIMOTA AG and must be effected in accordance with the [guidelines for the return of articles](#).

Retention of title

Goods supplied will remain our property until complete payment has been effected. The customer assures that it will cooperate in any measures required to protect our property.

Cancellation / returns in accordance with the guidelines for the return of goods

Any return of goods by the customer requires the prior consent of GIMOTA AG and must be effected in accordance with the guidelines for the return of articles.

The cancellation of orders requires our prior written consent. Any parts that have already been produced will be invoiced. If customer-specific raw materials were purchased, they will also be invoiced. GIMOTA AG is entitled to withdraw from delivery obligations if the customer's financial situation deteriorates substantially or turns out to be different to what was presented to us.

Guarantee / warranty

GIMOTA AG undertakes, on receipt of written notification from the customer within the warranty period and at its discretion, to replace or repair all parts that are defective or unusable as a result of design, material or production faults as rapidly as possible. The warranty period is 12 months from receipt of delivery unless other legal provisions apply.

The warranty does not cover damage resulting from improper storage, normal wear and tear, faulty processing and failure to comply with regulations.

Any modifications or repairs performed without our written consent and failure to comply with our operating instructions will release us from the guarantee obligation. Our liability is limited to the replacement of the faulty objects or the reimbursement of the value of the invoice.

No new warranty periods apply as a result of the replacement of parts, assemblies or entire devices. Warranty is limited exclusively to the repair or exchange of the damaged objects that were delivered.

Exclusion of further liability

These "General terms & conditions of sale" govern the customer's rights to assert a claim in their entirety. All claims for compensation, reduction, rescission of or withdrawal from the contract are excluded.

Data privacy

Your acceptance of these terms & conditions also constitutes your acceptance of the [data privacy policy](#) of GIMOTA AG.

Jurisdiction

Zurich is the sole place of jurisdiction for all disputes arising directly or indirectly in connection with this contractual relationship. The contractual relationship is subject to **Swiss law**. The general terms & conditions valid at the time of the conclusion of the contract will apply. You can view these on the Internet at www.gimota.ch.

Final provisions

The general terms & conditions of sale were modified with effect from March 1st 2022 and replace all previous versions. They are an integral part of all offers and/or order confirmation documents. This version replaces all previous terms & conditions. If there are any difference between a foreign-language version and the German text, the German text will be definitive.