

Sales and delivery terms

Niklaus LNI SA – MHA

Preamble

These Terms and general Conditions of sale apply to all orders placed with our company. Different general conditions from customer do not apply, unless otherwise agreed to in writing by Niklaus LNI SA. The specific terms agreed in writing are possible.

Validity of quotations

Unless otherwise is stated, our offers are valid for 30 days. However, the sale is concluded only after written confirmation of the order.

Price

Niklaus LNI SA reserves the right to change prices at any time until the formal acceptance in writing of the order. Our prices exclude packaging of the goods and do not include tax and removal of the goods in our factory (25, rue de Veyrot - 1217 Meyrin).

Confirmation of order

The order confirmation is the definitive agreement between the parties, except any difference communicated in writing five days after reception of the confirmation.

Terms of payment

The invoices of Niklaus LNI SA are payable within 30 days net date of invoice, without discount, unless otherwise agreed in writing. The default interests are payable at the rate of 8% per annum from the day following the due date of the invoice. Recovery costs, within the meaning of Article 106 CO, are the responsibility of the buyer. They are fixed at 8% due asset and at least of a minimum amount of CHF 100.00.

Packaging

Packagings are usually not requested to be returned to us, except for the trays with the LNI logo and any other specific packagings mentioned on the delivery note which must be returned within 30 days.

Quantities

The mentioned quantities in the offers and order confirmations are indicatives and may vary by plus or minus 10%, unless otherwise specifically stated.

Shipment

Unless otherwise stated, our shipping terms are EXW. In this case, according with Incoterms 2010, the transport remains the responsibility of the buyer. In all cases, the responsibility of transport is defined by Incoterms 2010.

Delivery time

The delivery time is given as accurately as possible. In case of delay of more than 30 days after the date of receipt at Niklaus LNI SA of a registered notice, the customer is entitled to cancel the order without any charge. Any further claims are excluded. In case of delay due to third parties (supplier, carrier, customs or other), the contractual delivery date shall be extended to the same extent.

Notice of defects

Any contestation related to the quantity, quality or packaging of the delivered goods must be notified in writing no later than 3 weeks after delivery. Failing this, the goods are considered as definitively accepted in the condition these were delivered. In a case of proved failure Niklaus LNI SA guarantees the repair or replacement of the goods at no cost or, failing that, the refund of the price paid. Further claims are excluded.

Any alteration or modification of the goods delivered ends the guarantee from the supplier.

Tools and toolings

Unless otherwise agreed in writing, the tools are exclusive property of Niklaus LNI SA, even if the buyer has contributed to the cost of creation.

Intellectual property

Samples, drawings, models, sketches, plans, photographs, processes and/or methods of designing, production, manufacturing, controls and validation, including dedicated computer programs in any form and support, including electronic or digital, or any other document or object made available to the customer or proposed by Niklaus LNI SA and accepted by the customer, are the full and exclusive property of Niklaus LNI SA and may be transferred to the customer if necessary, on request, in full, including any copy, photocopy, duplicate or double, or other subjected to full payment (at 100%) of the costs related to these documents or objects.

Force majeure

In exceptional circumstances resulting from causes such as fire, strike, war, mobilization, state intervention in economic life (devaluation, export restrictions or prohibitions, etc.) Niklaus LNI SA reserves the right to cancel all or part of its obligations without bearing any fees or compensation whatsoever.

Property remark

The delivered goods remain the property of Niklaus LNI SA until full payment of the price.

Place of performance and jurisdiction

The contractual relationship is regulated exclusively by these terms and conditions. Additionally the application is made by Swiss law. The place is situated in Geneva.