

We are flying on and raising the bar!



General Conditions of Sale and Delivery

1st January 2021

1. General

These general conditions of sale and delivery apply to all product deliveries of Promet AG (hereinafter “Promet”). The current valid version can be found at www.promet.com.

Promet delivers exclusively based on these general conditions of sale and delivery. Deviations from this are only valid in written form. The customer’s general terms and conditions are not considered part of the contract, even if Promet generally does not explicitly dissent.

2. Offers

Our offers are made without obligation.

3. Validity

By placing the order, the customer is indicating their acceptance of our conditions. The contract goes into effect once the order is received and accepted in writing.

Special conditions set by the customer that contradict these conditions of sale and delivery are only valid if Promet declares its agreement to such special conditions in writing.

4. Prices and Payments

As long as nothing different has been agreed in writing, via fax, or via e-mail, prices are given as net prices from the factory, excluding value-added tax.

The invoiced amount must be paid within 30 days net. Agreements to the contrary are only valid if made in written form.

Once the payment period has run out without payment, the customer will be considered in arrears and Promet has the right, without further warning, to charge late payment interest and dunning fees. The late payment interest charged is determined based on the typical interest rates in the customer’s domicile; but will be at least 4% over the respective market rate of the corresponding national bank. It is not permissible to reduce or withhold payments due to complaints, claims, or customer counterclaims not recognized by us. Promet reserves the right to change at any time the prices and discounts for deliveries that have not yet been fulfilled if this occurs as a result of changes made to fundamental conditions of the delivery.

Unplanned increases of factory prices, taxes, customs fees, or other statutory payments, transport costs, insurance premiums will be passed on to the customer.

5. Small Quantity Surcharge/ Minimum Order Value

Order amounts in CHF:

Below CHF 250.00 will be rounded up to CHF 250.00

Order amounts in EUR:

Below EUR 250.00 will be rounded up to EUR 250.00

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6. Shipping, Postage, & Packaging

We will choose the shipping method used. The customer will be charged for postage, packaging, freight, customs fees, and express fees as costs of sales. Reusable packaging must be returned to Promet, postage paid. If the postage is not paid for shipping, postage costs will be added to the amount charged to the customer's account.

7. Delivery Dates

The specified expected delivery date is non-binding. Promet will do its best to comply with delivery dates whenever possible. Failure to deliver by the expected delivery date does not justify any liability or cancellation.

8. Use and Risk

Art. 185 OR applies to the transfer of use and risk. Any transport-related damages must be reported to the transport company making the delivery immediately. Damaged shipments should not be unpacked until recorded. A free replacement will not be provided for transport damages.

9. Internet

The fact that Promet has a site on the internet does not mean that the content of the site must be complete and correct. Particularly, it does not serve the purpose of providing advice of any kind. If plans are made based on the Promet website, the person or entity making the plan takes sole responsibility. Promet does not accept any liability.

Furthermore, Promet does not guarantee the accuracy and completeness of information published by

third parties – directly or indirectly – via the Promet website. Here too, the user is utilizing such information exclusively at their own risk.

10. Returns

Returns of like-new, unused stock goods still in the original packaging will only be accepted after prior agreement. Products not included in the stock assortment, custom products, etc. cannot be returned or can only be returned subject to specially agreed conditions. The packing slip must be sent with the return or the packing slip number must be given. Any expenses incurred will be charged against the customer's account.

11. Warranty and Liability

As with the warranties of all suppliers, the warranty from Promet is valid for one year from the day of delivery and covers all defects occurring within the agreed warranty period as long as it can be shown that the defect resulted from bad material or defective fabrication.

The warranty is only valid insofar as:

- Assembly, installation, and startup was carried out by a specialist company in keeping with the applicable version of the assembly instructions
- If Promet has the opportunity to inspect the reported defect at the location and in the position it occurred in immediately after such a defect occurs
- When there is proof from a specialized company that the product was properly commissioned, was regularly inspected, and received routine maintenance

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The customer must inspect the product immediately after it is received. Detailed, written complaints must be submitted within 5 workdays following receipt of the product, otherwise the delivery will be considered approved. The notice of defect must show exactly what concrete defect is concerned.

The customer is only entitled to repair or a replacement delivery. Promet will decide at its own discretion if the product will be repaired. The customer must give Promet immediate and sufficient opportunity to repair the product; otherwise Promet may also refuse to provide a replacement delivery.

If repair is unsuccessful, the customer has the right to reduce the price or withdraw from the contract if there are major defects; a right of conversion for major defects does not arise when the repair efforts of Promet were made based on incorrect or incomplete technical documentation from the customer.

Used products are not covered by any kind of warranty from Promet.

The customer only has the rights listed in Clause 11. Any other liability of Promet, regardless of the legal grounds, is excluded, especially for direct or indirect damages suffered by the customer or third parties.

Promet's liability, regardless of the legal grounds, is limited to wilful intent and gross negligence.

The warranty from Promet does not cover damages caused by mechanical stress and/or changes caused by exposure to the elements and improper storage. Negligible colour variations and/or minor damage to the surface that does not affect the technical function of the parts and components are also not covered by the warranty. Damages caused by

force majeure and malfunctions caused by improper assembly and/or installation of the products are excluded from the warranty. Promet does not accept any liability for possible defects and consequential costs. Our warranty will not be relinquished without prior written approval from us.

12. Cancellations/Partial Deliveries

Orders can only be cancelled with written approval from Promet.

Costs that have already been incurred or price increases due to order reduction must be paid by the customer. Partial deliveries of an off-the-shelf order must be recalled within the agreed period, otherwise Promet may charge the customer for any additional costs incurred.

13. Reservation of Ownership

Promet remains the owner of the product until the product delivery is paid in full.

14. Place of Jurisdiction, Applicable Law

In all cases, the place of jurisdiction is the location of the headquarters of Promet AG in Switzerland. The legal relationship is subject to Swiss material law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980.

Promet AG, 9533 Kirchberg, 1st January 2021