

General terms and conditions of sale and delivery of AGRO AG

These terms and conditions of sale and delivery are the sole basis for all transactions entered into with AGRO (referred to below as the supplier). Different conditions of business of the contracting partners or of third parties are valid only if they are specifically acknowledged by the supplier in writing.

Should a customer not agree with these provisions, he must inform the supplier of that circumstance without delay in writing. In the event of written opposition, the supplier reserves the right to withdraw his offers and deliveries without replacement and the customer shall not be able to derive any claims whatsoever against the supplier as a result.

The supplier hereby expressly declines any formal reference by a customer to his own terms and conditions of business.

1 Dispatch, postage, packaging

	National consignments		International consignments
1.1	Where the net invoiced sum exceeds CHF 500.00 (EUR 500.00) deliveries shall be made post-paid addressee or by rail cargo-domicile or free border.	1.1	International consignments shall be sent in accordance with FCA (free haulage contractor, specified destination, in accordance with Incoterms 2020).
1.2	Where the invoice is for an amount of less than CHF 500.00 (EUR 500.00) net, packaging, postage or rail transport costs shall be billed proportionately with CHF 16.00 (EUR 16.00). Where the invoice is for an amount of less than CHF 100.00 (EUR 100.00) we will issue an order fee of CHF 25.00 (EUR 25.00) in the invoice. The costs of packaging and transport are already included.		
1.3	The costs of express consignments shall be charged to the consignee.		

2 Pricing, billing, payment terms

	Within Switzerland		Outside Switzerland
2.1	All prices are quoted exclusive of value added tax at the current rate.	2.1	Pricing is dependent on the charged currency, and shall be agreed in advance.
2.2	The minimum order value per order, regardless of the value of the goods and excluding packaging and shipping/postage, is CHF 20.00 (EUR 20.00) per delivery.	2.2	Irrespective of the particular goods value, the minimum charge is CHF 300.00 (EUR 300.00) per delivery. When settling accounts in other currencies, in accordance with prior agreement.
2.3	The invoice shall be issued simultaneously with dispatch of the goods.	2.3	Invoices shall be sent out simultaneously with the goods consignments.
2.4	All invoiced sums fall due for payment within 30 days of the date of the invoice strictly net with no deductions.	2.4	All official invoice sums are due for payment within 30 days of the invoice date net and without deductions.

3 Price basis for brass products

The prices for brass products (containing lead or lead free) are based on the official price listing for brass (MS58 or Ecobass bars) of CHF 240.00 per 100 kg (EUR 150.00 per 100 kg) (USD 190.00 per 100 kg). Every increase of CHF 25.00 per 100 kg (EUR 15.00 per 100 kg) (USD 20.00 per 100 kg) incurs a surcharge (material price adjustment, MPA) of 1% of the value of the goods.

The MPA is updated every three months (1st January / 1st April / 1st July / 1st October) to suit current circumstances. The basis for this is the respective average listed price for brass over the previous three months. The official listings can be found at <https://www.kme.com>. Our sales team will be happy to provide information on the current MPA (in the relevant currency) upon request.

4 Transfer of benefit and risk

4.1 The benefit and risk in the ordered goods shall be transferred to the customer at the time of dispatch of those goods.

4.2 At the request and cost of the customer, goods deliveries may be insured by the supplier against the usual transport risks.

5 Verification of the delivered objects and warranty

5.1 The delivered goods must be examined for possible defects by the customer immediately after receipt.

5.2 Any defects shall be reported to the supplier in writing without delay, but at the latest within eight calendar days of receipt of the delivered objects with an indication of the material defect which has been established.

5.3 Defects which cannot be discovered, even if a careful examination is made within the eight-day period allowed for verification (known as hidden defects), shall be reported to the supplier in writing as soon as they come to light, with a detailed description of the particular defect.

5.4 At the written request of the customer, the supplier undertakes at his own discretion, in respect of all parts of the delivery which are or become demonstrably defective or unusable because of incorrect design, use of poor materials or defective manufacture, to repair such items as quickly as possible, replace them by goods in perfect condition or credit the invoiced value of the goods, provided that the defect occurred during the warranty period and was immediately reported to the supplier. Replaced parts shall become the property of the supplier.

5.5 AGRO guarantees only the normal, standard functionality of the product under standard, common usage conditions. No guarantee applies in relation to any further requirements or performance that might be expected of the product. Warranted/guaranteed properties or characteristics are limited to those that have been expressly designated as such in the applicable Order Confirmation or Specification. In all cases, liability for consequential damages, financial losses and the like is excluded.

5.6 Save where a different warranty period is agreed in a particular case, the warranty period is two (2) years.

5.7 The warranty period begins on receipt of the delivery. If dispatch or acceptance of the delivery is delayed because of circumstances, which are not attributable to the supplier, the warranty period shall end no later than eighteen months after notification of readiness for dispatch.

5.8 For deliveries and services of subcontractors which are prescribed by the customer, the supplier only accepts a warranty within the limits of the warranty obligations of the subcontractors concerned.

5.9 The warranty expires prematurely if interventions, modifications or repairs are made to the delivered objects by the customer without the written consent of the supplier or if the customer fails to inform the supplier immediately when a defect occurs and does not give him an opportunity to remedy such defect.

6 Exclusion of liability

6.1 Apart from the claims referred to in Section 5, all claims, regardless of the legal grounds on which they are made and in particular cancellation, reduction and compensation for damage and secondary damage caused by the defect are expressly excluded, unless they are based on binding statutory provisions.

6.2 In no case shall any claims exist to compensation for damage which has not occurred to the object of the delivery as such, in particular production down time, loss of use, loss of orders, failure to make savings, loss of profit and any other direct or indirect damage.

7 Applicable law and place of jurisdiction

7.1 This contract shall be governed by Swiss substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

7.2 Lenzburg shall be the place of jurisdiction for both parties.