

General terms and conditions of sale

1. The present Terms and Conditions of Sale shall apply to all sales and deliveries of goods by Metalcolor SA, unless otherwise agreed in writing. In the event of any existing General Terms and Conditions of Purchase, the present General Terms and Conditions of Sale shall take precedence as soon as the contracting parties enter into a contract of sale within the meaning of Swiss law.
2. The order confirmation sent by Metalcolor SA to the customer constitutes the written confirmation of the order placed by the customer and the terms and conditions under which the delivery of the goods will be made, including the price. If the customer does not respond in writing within 48 hours, the order is considered confirmed and accepted.
3. All costs resulting from modifications and/or cancellations of confirmed orders made by the customer will be charged to the customer at cost price.
4. Metalcolor SA ensures that the characteristics and specifications of the product correspond to those indicated in the order confirmation. Metalcolor's liability shall be limited to the price of the goods in question as specified in the order confirmation. In no event shall Metalcolor SA be liable for any indirect or consequential damages or lost profits.
5. The customer bears the risks associated with the use of the goods or their sale to third parties.
6. The general warranty period for the conformity of the products is two years from the date on which the customer receives the goods. After the expiry of this period, Metalcolor SA can reject customer's claim. The acceptance of the claim/non-conformity is subject to the decision of Metalcolor SA. Until such acceptance, the goods may not be used and must be stored and protected properly. In the event of non-compliance Metalcolor SA reserves the right to refuse the claim.

All goods must be checked by the customer upon unloading. If upon receipt of the goods, damage (e.g. transport damage, damaged or wet packaging, etc.) is found, then this damage must be described on the transportation document (CMR) prior to getting the shipper's acknowledgement signature. The customer must immediately inform Metalcolor SA about the damage. He must store and protect the goods properly at all times. Claims for transport damage not reported at the time of unloading will not be considered.

Any claim must be accompanied with samples, shipping documents, photos and/or videos, estimated amount of damage, order number, pallet number, coil number, and labels from the original packaging. All goods affected by the claim must be made available to Metalcolor SA for inspection on site or for return. The goods may not be used and must be stored and protected properly until instructions from Metalcolor SA are received.

Metalcolor SA declines any liability for damage caused by improper handling, use or storage of the goods, as well as for damage caused by non-recommended machines, products, or services.

In the event of a refund, the compensation amount shall be no more than the sales price minus the current scrap value.

Any compensation for loss of productivity or other indirect costs must have been previously accepted in writing by Metalcolor SA.

7. The goods shall remain the property of Metalcolor SA until full payment has been received.
8. Metalcolor SA reserves the right to require the customer to provide a guarantee at any time to ensure payment of an order, from the moment that the customer's creditworthiness requirements justify such guarantee. If the customer fails to provide such guarantee, Metalcolor SA may withdraw from the respective order entirely or partially and, if necessary, terminate the entire contract.
9. Neither party shall be deemed to be in breach of contract if either party is unable to fulfill its obligations due to circumstances of force majeure, provided, however, that the affected party shall immediately notify the other party in writing about the situation. If the circumstance of force majeure lasts longer than 30 days, either party may terminate the contract, provided that the relevant notice has been given in writing. This does not apply to confirmed orders already manufactured by Metalcolor SA.

Force majeure means, for example, and without this list being in any way exhaustive:

Mobilisation, acts of war and/or sabotage, revolutions, strikes, lockouts, terrorist attacks, raw material shortages or imbalances, interruption of power supply, fire, floods, storms, weather conditions and other external atmospheric phenomena resulting in interruption of production/delivery by Metalcolor SA.

10. If the customer is in payment arrears, all amounts owed to Metalcolor SA, including those for which a deferred payment plan has been agreed, shall become due immediately. In such cases, Metalcolor SA shall be entitled to require from the customer any security or guarantee it deems necessary before performing any further deliveries. If the customer does not agree to the granting of the required guarantee, then Metalcolor SA may, without prejudice to its other rights, terminate the contractual relationship existing with the customer.
11. Overdue amounts will be subject to monthly surcharged default interest. The interest percentage rate corresponds to the legal interest percentage rate applicable in Switzerland.
12. All costs, including lawyers' fees, incurred by Metalcolor SA until the debt owed by the customer is covered, will be paid by the customer. Likewise, the costs of guarantees submitted by the customer (including documents for correspondence) will be paid by the customer.
13. Metalcolor SA shall make every effort to ensure delivery within the confirmed time limit. In case of late delivery, any claim of penalty or cancellation of the order will be refused by Metalcolor SA.
14. The entire business relationship is subject to Swiss law. The place of jurisdiction is in Lausanne, Switzerland.