



General Terms and Conditions (GTC) – DR. TRETTER AG

1. Scope of Application

These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all deliveries, services and contracts between DR. TRETTER AG (hereinafter referred to as "the Seller") and its business customers (hereinafter referred to as "the Buyer"). Divergent or conflicting terms and conditions of the Buyer shall not apply unless expressly acknowledged in writing by the Seller. These GTC apply exclusively to business-to-business (B2B) transactions and to all future business relationships, even where reference is not made to them again.

2. Conclusion of Contract

All quotations, price lists and product information issued by the Seller are non-binding. A contract shall be formed only through written or electronic order confirmation by the Seller, or through actual delivery of the goods. If the Buyer raises no objection within three (3) working days, the confirmation shall be deemed accepted. The Seller reserves the right to implement technical modifications or adjustments in design and data at any time.

3. Means of Communication

All contractually relevant communications must be made in writing. For this purpose, e-mails or comparable electronic means of communication shall be deemed equivalent to written form, provided that proof of transmission and immutability is ensured. Where a signature is required by law, this may be provided by means of a qualified electronic signature in accordance with the Swiss Code of Obligations (OR).

4. Scope of Performance and Place of Fulfilment

The scope of supply shall be determined by the written order confirmation. Additional services, such as assembly, training or technical support, shall only be owed where expressly agreed in writing. Unless otherwise agreed, the choice of dispatch method shall be at the Seller's discretion. Delivery shall take place FCA Beringen (Incoterms 2020). Upon transfer of the goods to the carrier, the risk shall pass to the Buyer.



Catalogues, technical data sheets, calculations and similar documents may contain errors or deviations; all details are provided without guarantee. Partial deliveries are permissible and shall be treated as separate deliveries which may be invoiced individually. If the Buyer requests express delivery, he shall bear any resulting additional costs.

5. Prices and Ancillary Costs

All prices are quoted in Swiss francs (CHF), net ex works, exclusive of packaging, transport, insurance, taxes and other charges. The minimum invoice amount is CHF 250.– for domestic orders and CHF 350.– for international orders; for lower order values, a surcharge shall apply. The Seller reserves the right to adjust prices on the basis of objective cost increases, provided the Buyer is informed in due time.

6. Buyer's Duty to Inform

The Buyer undertakes to inform the Seller promptly of all technical, statutory or regulatory requirements applicable at the place of destination. Failure to do so shall render the Buyer liable for any resulting delays or defects.

7. Delivery, Delivery Periods and Transfer of Risk

Delivery periods are non-binding unless expressly confirmed in writing. Where a delivery period has been confirmed, it shall be deemed observed if the goods have left the Seller's premises or readiness for dispatch has been notified before expiry. Claims for damages or withdrawal from the contract due to delay shall be excluded to the extent permitted by law. Risk shall pass to the Buyer upon handover to the carrier.

8. Delivery Impediments and Force Majeure

Delays in delivery arising from force majeure or other circumstances beyond the Seller's reasonable control (including, but not limited to, natural disasters, war, strikes, significant operational disruptions, shortages of raw materials, governmental measures or missing supplies) shall entitle the Seller either to a reasonable extension of the delivery period or to withdraw from the contract. Claims for damages by the Buyer shall be excluded to the extent permitted by law.



9. Inspection and Notice of Defects

The Buyer shall inspect the goods immediately upon receipt and shall notify the Seller in writing of any defects within eight (8) days. Failure to give such notice in due time shall be deemed acceptance of the goods. Hidden defects shall be reported immediately upon discovery. For goods proven to have material or manufacturing defects, the Seller shall, at its discretion, provide replacement free of charge in the form originally ordered. Further claims, including price reductions, reimbursement of labour costs or other consequential losses, shall be excluded.

10. Warranty

The Seller warrants that the goods supplied are free from material and manufacturing defects. The Seller may, at its sole discretion, repair or replace the goods. The warranty period shall be one (1) year from the date of delivery. For used goods, the minimum warranty period shall be six (6) months. Any further claims, including reduction or withdrawal, shall be excluded to the extent permitted by law. The foregoing provisions apply exclusively to business transactions (B2B). Mandatory statutory rights remain reserved; in particular, liability in cases of wilful misconduct shall remain unaffected (Art. 199 OR).

11. Limitation Period

All claims of the Buyer against the Seller shall become time-barred – to the extent permitted by law – one (1) year after delivery. For used goods, the minimum limitation period shall be six (6) months. Claims arising from personal injury are subject to the statutory limitation periods.

12. Liability

The Seller shall be liable only for losses resulting from intentional or grossly negligent conduct. Liability for indirect or consequential loss or for loss of profit shall be excluded. Mandatory liability for personal injury shall remain unaffected.



13. Retention of Title

Ownership of the goods shall remain with the Seller until all claims arising from the business relationship have been paid in full. The Buyer authorises the Seller to register the retention of title in accordance with Article 715 of the Swiss Civil Code (ZGB). In the event of payment default or imminent insolvency, the Seller shall be entitled to demand immediate return of the goods.

14. Terms of Payment

Payments shall be made net within thirty (30) days from the invoice date. For major orders, longer production periods or special products, the Seller may require an appropriate advance payment with the order confirmation. In the event of late payment, the Buyer shall owe default interest at five per cent (5%) per annum, as well as reimbursement of all reminder and collection costs. The Seller shall be entitled to withhold further deliveries, demand prepayment, or withdraw from the contract. Offsetting or retention by the Buyer shall only be permitted where the Buyer's counterclaims are undisputed or have been established by a final court judgment. All amounts are exclusive of VAT.

15. Financial Position

Changes in the Buyer's financial position, including liquidity problems or restructuring, shall not entitle the Buyer to withdraw from the contract.

16. Confidentiality and Documents

All rights in documents, drawings, illustrations, calculations, descriptions, models and other materials or information provided by DR. TRETTER AG shall remain vested in the Seller. The Buyer undertakes to treat all trade and business secrets of the Seller, as well as all items entrusted to it, in strict confidence and not to use or disclose them to third parties without authorization. Such materials may not be passed on to third parties without the Seller's prior written consent and must be returned upon first demand.



17. Data Protection

The Seller processes the Buyer's personal data in accordance with the Swiss Federal Act on Data Protection (revDSG). Data shall only be disclosed to third parties insofar as necessary for the performance of the contract or where required by law. The Buyer has the right to obtain information regarding the personal data processed, to request the rectification of inaccurate data and to request the deletion of data, provided that no statutory retention obligations apply.

18. Disposal

The Buyer shall be responsible for the proper and lawful disposal of the goods after use, at its own expense, or for passing this obligation on to its customers. The Seller shall be released from all obligations in this respect.

19. Compliance, Export Control and Sanctions

The Buyer undertakes to comply with all applicable laws, in particular with regard to anti-corruption, export control and sanctions regulations. The Seller shall be entitled to withdraw from the contract if any breach of these obligations becomes known.

20. Severability Clause

Should any provision of these GTC prove invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent of the invalid one.

21. Applicable Law and Jurisdiction

These GTC shall be governed exclusively by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction shall be Schaffhausen, Switzerland. The Seller shall also be entitled to bring proceedings against the Buyer at its registered office.



22. Publication of the GTC

The current version of these General Terms and Conditions is available on our website at www.tretter.ch/downloads. Separate notification in printed form is not required. By using our services, the respective version published on the website shall be deemed accepted.