

# General Terms and Conditions of Jowat Swiss AG

## Preamble

These General Terms and Conditions (GTC) govern the legal framework for the relationship between Jowat Swiss AG (hereinafter referred to as "Supplier") and its customer (hereinafter referred to as "Buyer").

## 1. Conclusion of the Contract

The goods to be supplied are defined and agreed upon exclusively in the contract. Any information beyond that, such as in the online shop or on the website of Jowat Swiss AG, is provided for the Buyer's benefit. This information shall not become part of the contract unless mandated by law. A contract shall only be deemed concluded once the Supplier has confirmed the Buyer's purchase order in writing. **If an order is placed through the online shop, the following shall apply instead:**

**The product range displayed on the page [www.jowat.ch](http://www.jowat.ch) represents a non-binding invitation to place an order and does not constitute an offer to conclude a purchase contract with the Buyer. It is without obligation.**

**The submission of a purchase order by the Buyer to the Supplier via the internet or e-mail constitutes a binding offer for the conclusion of a purchase contract with the latter. The Buyer will receive confirmation of receipt of the purchase order as quickly as possible. This confirmation does not constitute an acceptance of the offer and merely informs the Buyer that the purchase order has been received by the Supplier. The Supplier will inform the Buyer separately, if necessary, of any errors in the information relating to the product range on the website and will make a corresponding alternative offer.**

**The contract shall be concluded with the Supplier once it has explicitly accepted the offer by means of a separate order confirmation sent within 10 calendar days or has delivered the ordered goods. In the event of an order acceptance by e-mail, the order confirmation will be sent as a PDF file attached to the e-mail.**

**The purchase order is accepted subject to the legal permissibility and availability of the ordered goods. If the Supplier cannot accept the Buyer's offer, the Buyer will receive a notice of non-availability instead of confirmation of the acceptance of the order.** By placing the order, the Buyer acknowledges these General Terms and Conditions and they become an integral part of the purchase contract. These General Terms and Conditions shall apply exclusively to all contracts for the supply of goods to a Buyer. No conflicting Buyer-specific requirements, deviating terms and/or conditions, or in particular the Buyer's own terms and conditions, shall form an integral part of the contract unless the Supplier agrees to them in writing. Changes to these GTC are only valid if confirmed in writing by the Supplier. Specimens shall be regarded as representing a non-binding average form of the goods.

## 2. Registering in the Online Shop

To use the online shop, it is necessary to first register online at [shop.jowat.ch](http://shop.jowat.ch) and agree to these GTC as well as the Supplier's privacy policy, to which we hereby refer. Multiple registrations using different names or addresses are prohibited. After successful completion of the registration process, the Buyer will be authorized to use the system by the Supplier. This enables the Buyer to conveniently log in to the online shop with their user name and password during future visits, and to place orders on account without being required to supply their address for each order. There is no legal entitlement to use the online shop.

Rules on password protection: Please use suitable passwords (no obvious or common words or numbers). Ideally, a combination of letters and numbers should be used. We recommend logging out after each visit to our online shop, and changing your password at regular intervals to prevent unauthorized use of the account. The Buyer is responsible for keeping the password safe. Jowat Swiss AG accepts no liability in this regard.

The Supplier may withdraw the permission granted to the Buyer to use the online shop at any time without being required to provide a reason. In this case, the Supplier shall be entitled to immediately block and delete the user name and the corresponding password.

## 3. Prices

Unless otherwise agreed in writing, prices are indicated in Swiss Francs (exclusive of VAT). Delivery FCA, 6033 Buchrain (Incoterms 2020). The prices are based on the applicable factors/tariffs valid at the time the contract was concluded (exchange rate for foreign currencies, prices of raw materials, salaries, freight, duties, and other tariffs). Prices indicated in quotations are valid for a maximum of 2 (two) months from the date of the quotation. Should any factors/tariffs change significantly to the detriment of the Supplier (> +5%), e.g., as a result of official measures or rising raw material prices, the Supplier shall be entitled to a reasonable adjustment of the prices within the bounds of the applicable legal provisions. All packaging materials whose value is not included in the price of the goods are the property of the Supplier and shall be regarded as having been loaned to the Buyer. The Supplier will charge a deposit for such materials. The packaging must be emptied as quickly as possible and returned to the Supplier carriage paid. After receipt of the materials in good condition, the deposit will be refunded to the Buyer's packaging account.

## 4. Retention of Title

The delivered goods shall remain the property of the Supplier and the Supplier may reclaim them from the Buyer at the Buyer's expense if the price has not been paid in full. The Buyer shall furnish all documents and comply with all necessary measures in accordance with the applicable laws to protect the rights of the Supplier in accordance with this provision. Should the retention of title be legally ineffective in the Buyer's country, the Buyer shall provide other equivalent securities at the Supplier's request. Any pledge, secured transaction, processing or modification performed without the Supplier's express consent is not permissible.

## 5. Delivery

Dates/times of delivery as well as all information concerning the availability, shipping or delivery of a product are merely estimates and guidelines, and unless otherwise agreed in writing, are not binding in the online shop either. Should the Supplier discover while processing the purchase order that the products ordered by the Buyer are not available, the Buyer will be informed accordingly in a separate e-mail. In the event of delays in the delivery, the Supplier shall be in default only after a written reminder by the Buyer that includes a reasonable grace period. The Supplier shall not be liable for any delays or poor/non-fulfillment which is attributable to causes beyond the Supplier's control and which was not foreseeable at the time of conclusion of the contract, such as – but not limited to – natural catastrophes, strikes, lockouts, shortages of energy or raw materials, transport disruptions, epidemics, pandemics, official measures, delays by sub-suppliers as well as circumstances which make the fulfillment of the contract financially unviable for the foreseeable future. Such circumstances shall relieve the Supplier of its delivery commitment for the duration of those circumstances and their aftereffects without resulting in subsequent delivery commitments for the Supplier. The Supplier shall notify the Buyer as soon as such circumstances arise. Such circumstances shall entitle the Supplier to rescind the contract in full or in part, whereby this shall not entitle the Buyer to claim compensation for damages or take legal action.

## 6. Warranty

The Supplier warrants to the Buyer that the goods delivered under this contract are delivered in accordance with the product description (specification), whereby the warranty shall apply only to first-grade goods and not to second-grade goods or special items. The Supplier reserves the right to modify components of the products, and hence the formulation, should this be necessary for reasons beyond the control of the Supplier, such as – but not limited to – individual components no longer being produced or significant price changes for individual components which make the products uneconomical. Modifications to certified products shall only be made in accordance with the conditions laid down by the certification institute. The warranty period shall be 12 (twelve) weeks from the date of delivery (hereinafter referred to as "Warranty Period") on condition that the goods are stored and used in accordance with normal industrial standards and conditions. The Buyer is required to check the goods on delivery. The Buyer must notify the Supplier in writing of any defects which can be detected during a regular inspection of the supplied goods within 7 (seven) days of delivery; otherwise the goods shall be deemed as accepted by the Buyer. All other defects must be reported within 7 (seven) days

are deemed as being in compliance with the contract despite minor deviations in appearance, properties, and specifications caused by circumstances concerning the raw materials or manufacturing process, or changes to formulations.

## 7. Terms of Delivery

Unless otherwise agreed in writing, delivery is FCA (Incoterms 2020), domicile Buchrain (LU), Switzerland. Should the delivery be delayed or prevented for reasons beyond the control of the Supplier, the goods will be stored at the cost and risk of the Buyer.

## 8. Weights

All agreed quantities and weights provide for a tolerance of +/- 10%. If official weighing of the goods is not demanded explicitly, the weight determined by the Supplier shall be taken as the basis for the price calculation.

## 9. Default of the Buyer

Should the Buyer be in default with its obligations, the Supplier shall be entitled to charge interest at a rate of 5% (this interest rate shall apply both before and after a court ruling or judgment in favor of the Supplier with respect to the outstanding payment balance), to suspend further deliveries – including those in transit – and to cancel any deadlines for payment or grace periods granted in respect of payment for past deliveries. Should there be any doubt with regard to the Buyer's solvency, in particular in the event of delays in payment by the Buyer, the Supplier shall be entitled to make further deliveries dependent on advance payments, deposits, or bank securities

- deemed acceptable by the Supplier. Should the Buyer be in default, the Supplier shall furthermore be entitled to terminate the contract with immediate effect without any further notification or further obligations of any kind.

## 10. Consulting

The Supplier may provide free application consulting for the Buyer. This information is provided to the best of the Supplier's knowledge and is based on research, findings from practice, and analyses conducted at the Supplier. All data and information (such as assured properties) which the Supplier makes available to the Buyer regarding the suitability and usage of the goods is provided without warranty, is not binding, and does not release the Buyer from the burden of conducting its own tests and trials. In all cases, the Buyer must carry out its own bonding and adhesion tests. Notably, considering the variety of raw materials and the fact that the Supplier has no control over how they are processed, information provided by the consulting service in the form of instructions, labels, and so forth, cannot be construed as an assurance. This also applies to any information about products or properties provided in the online shop. The use of the adhesive is the sole responsibility of the Buyer. The Buyer is responsible for compliance with statutory regulations and directives when using the Supplier's goods and with the instructions stipulated by the Supplier.

## 11. Liability

Notwithstanding contrary provisions in the contract, in the General Terms and Conditions and insofar as permissible by law, the Supplier shall only be liable for damage caused in conjunction with the contract upon proof of gross negligence or unlawful intent. The total liability shall be limited to the purchase price specified in the contract; in particular, the Supplier assumes no liability for indirect or consequential damages such as, but not limited to, loss of earnings, loss of profits, loss of use, loss of capital, loss of production, or costs associated with interruptions in operation. Invoices for delivered goods can only be offset against claims associated with undisputed complaints. The Supplier assumes no liability for damages arising from the use of the adhesive by the Buyer or for any associated consequential damages, such as the removal and subsequent reinstallation of items bonded by the Buyer.

## 12. Severability Clause

If a provision of this contract, or its application to certain people or circumstances, proves to be void or ineffective, this shall be without prejudice to the remaining provisions of the contract and the application of the provision in question to other persons or circumstances – other than those deemed void or ineffective. The parties shall then replace the void or ineffective provision with a valid provision coming as close as legally possible to the economic intention of the original void or ineffective provision.

## 13. Place of Fulfillment, Venue, Applicable Law

The place of jurisdiction for all disputes arising out of or in connection with this contract shall lie with the competent courts at the domicile of the Supplier (6033 Buchrain / Switzerland). This contract is subject to Swiss law, without regard to the principles of conflict of laws, and to the exclusion of the United Nations Convention on Contracts on the International Sale of Goods (CISG).

These General Terms and Conditions of Jowat Swiss AG were last revised in June 2022.



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after their discovery, but within the Warranty Period. The Supplier's single and only liability involves settling a possible shortfall (> -10%) in the delivered goods and moreover, at the Supplier's sole discretion regarding the remedy, taking back the goods or granting the Buyer a discount if the defect was not caused by the Buyer. In each case, the Buyer may only return the goods with the Supplier's consent. If the Buyer fails to report defects within 7 (seven) days of delivery – whereby any hidden defects must be reported within 7 (seven) days of their discovery, but in all cases within the Warranty Period – the goods shall be deemed to have been accepted by the Buyer. If the goods are replaced, the full Warranty Period shall cover a maximum period of 12 (twelve) weeks from the date of the original delivery. The preceding explicit warranties are non-transferable and supersede any other form of warranty on the goods delivered under this contract. The Supplier grants no further warranty, either explicit or implicit. In all cases, the goods