

Terms and Conditions

The following terms and conditions apply to the business transactions between SUNCAR AG and each purchaser or buyer, unless otherwise expressly agreed in writing. Terms of delivery sent by the customer or contained in his order documents are not binding for us if they have not been expressly confirmed by us in writing.

1. General information

Unless otherwise agreed, our General Terms and Conditions shall apply to all present and future business transactions, even if no specific reference is made to these terms and conditions when an individual order is placed within the framework of an existing business relationship.

2. Offer

All our quotations are subject to change without notice until written confirmation of the order. Until the order confirmation we reserve the right to decide whether to accept the order based on an offer. Our offers are limited in time, either in accordance with the statutory provisions or the information provided therein. We expressly reserve the property rights and copyrights © to all drafts, concepts, and system definitions, insofar as these have been developed by us in the run-up to the preparation of the offer or are the subject and content of an offer itself. Our quotations are to be treated confidentially by the recipient and are only to be made available for inspection by those persons who are directly involved with their content or related decisions. Such documents must be returned to us on request if an order is not placed.

3. Prices

The prices are in Swiss francs, ex head office or branch offices, excluding packaging and shipping costs, uninsured. All price quotations on price lists and brochures are non-binding and subject to change. If circumstances arise during order processing which make a price adjustment necessary, such as strong currency fluctuations or additional fiscal charges, we expressly reserve the right to adjust the price. We also reserve the right to charge the prices applicable on the day of delivery in cases of changed cost conditions, whereby both parties to the contract have the right to withdraw from the contract for goods not yet manufactured.

4. Payment

Our invoices are payable net within 30 days of the invoice date. We reserve the right to charge interest on arrears in accordance with the usual rates. Retention of payments by the purchaser because of any counterclaims recognized by us is not permitted. We reserve the right to obtain information about customers unknown to us before executing an order or delivery and, if necessary, to demand advance payment. We also demand cash payment (cash on delivery or advance payment) from those customers who still have outstanding invoices for payment over the deadline. We can also make the acceptance and execution of further orders dependent on a security or advance payment on the part of the buyer or customer.

In the event of default in payment, we reserve the right to withdraw from the contract or take back the sold goods if the purchaser does not meet his payment obligations within one week of the respective due date at the latest. If payment in instalments has been agreed and if the purchaser is wholly or partially in arrears with two or more consecutive instalments, the entire respective remaining amount is due for payment. If, after conclusion of the contract, we become aware of any disadvantages concerning the customer's method of payment, we may, contrary to any agreements made, demand advance payments or partial advance payments or withdraw from the contract in whole or in part.

5. Retention of title

SUNCAR AG remains unrestricted owner of the delivered goods until the purchase price has been paid in full. The buyer grants the seller the right to have this reservation of title registered accordingly (ZGB 715). The buyer is obliged to treat the machines or equipment with care. He shall be directly liable for all damage to the delivery item and must have any necessary repairs carried out at his own expense within a reasonable period of time and in an appropriate form and must have the delivery item fully insured against all possible risks. The purchaser may not dispose of the delivery item in a manner that violates our right of ownership; the purchaser may not resell the goods.

6. Delivery time

We will always endeavor to comply with the delivery times we have promised, even in the event of unforeseeable difficulties, but we cannot assume any legally binding guarantee for this. Among other things, no responsibility can be accepted for delays caused by force majeure, mobilization, armed conflict, riot, strikes, shortage of raw materials, operational disruptions, or events beyond the control of SUNCAR AG. If the ordered goods or services cannot be delivered or rendered at all or only late due to events beyond our control, the customer shall not be entitled to any claims for damages, unless such claims have been expressly agreed upon bilaterally in advance. Delays in the execution of the order due to the fault of the purchaser through the creation of improper or unsuitable conditions for the execution of the order by SUNCAR AG or its representatives do not entitle the purchaser to cancel the contractual relationship and do not justify any liability of SUNCAR AG.

7. Delivery

A delivery shall be deemed to have been fulfilled when the goods leave our premises, or a service has been rendered. Dispatch and transport risks are then transferred to the purchaser, even if freight or postage paid delivery is agreed. Packaging is carried out with the greatest care and in accordance with the respective transport goods and their properties. If breakage or transport damage nevertheless occurs, even if the packaging shows no damage on the outside, the recipient is obliged to immediately draw up a statement of facts with the carrier and assert the claim for damages directly with the carrier. In the case of postal or rail shipment, the packaging will be invoiced to the customer together with the postage or freight costs. The packaging will not be taken back. Transport insurance will only be taken out at the express request of and on behalf of the customer and at his expense.

Complaints must be made within 5 days after arrival and acceptance of the goods, otherwise the delivery is considered approved.

8. Guarantee and liability

Our warranty or that of our suppliers extends from the day of delivery to all defects and malfunctions occurring within the agreed warranty period and which can be proven to be caused by poor material or faulty manufacture. However, our liability is limited, at our discretion, to the replacement, repair, or rectification of the defect in our domicile or refund of the purchase price paid for non-replaceable items. We expressly reject any further warranty, in particular also the liability for the costs of dismantling and reassembly of a device as well as for any damage or consequential damage which is caused directly or indirectly by the failure of the device, or a service provided.

The billing document is regarded as the warranty document. The warranty expressly excludes wear and tear and consumables as well as damage that can be proven to be due to improper handling or an unsuitable operating environment. Any disassembly or alterations to machines delivered by us by the buyer or by third parties commissioned by him without our consent shall render any warranty claim granted by us immediately null and void.

Natural wear and tear are excluded from the guarantee. A prerequisite for the acceptance of our guaranteed obligations is the punctual fulfilment of the agreed payment conditions. All further claims, such as those for reduction, conversion, compensation, or lost profit, are excluded in any case. Nor can we be held responsible for damage caused by incorrect installation, incorrect handling, excessive strain, or external influences on the material.

9. Replacement claim

There is no right to a replacement unit during a warranty repair on the part of the buyer.

10. Purchaser

The purchaser also tacitly acknowledges the above terms of sale, so that a later reference to them is no longer necessary.

11. Rental shops

Our General Rental Terms and Conditions apply to rental transactions. These are contained in the currently valid version of our rental price list and form an integral part of our General Terms and Conditions.

12. Place of jurisdiction

Place of performance is the domicile of SUNCAR AG. Swiss law shall apply to any disputes arising from this contract. The place of jurisdiction for both parties is that at the domicile of SUNCAR AG.