

1. General information / Validity

All our orders, deliveries and outputs are provided exclusively on the basis of these General Terms and Conditions of Sale and Delivery. Through placing an order and accepting the goods ordered, the buyer acknowledges these terms and conditions as binding.

These General Terms and Conditions of Sale and Delivery take precedence over any conflicting terms and conditions of purchase of the buyer. The buyer's terms and conditions of purchase shall only apply if and to the extent that we have accepted them in writing.

Should any provision of these General Terms and Conditions of Sale and Delivery prove to be wholly or partially invalid, this provision shall be replaced through a new agreement that comes as close as possible to its legal and economic purpose.

2. Conclusion of contract

All our offers are non-binding and subject to change until the order is confirmed. Our order confirmation or the execution of the order through us is valid for the acceptance of the order. Verbal agreements are only valid after our written confirmation. The information in price lists and brochures, in particular that of a technical nature, is not binding unless it has been expressly designated as binding. It may be changed at any time without prior notice. In the case of short-term delivery, the invoice issued may take the place of a written confirmation.

3. Offers

Quotations and cost estimates are always subject to change; we reserve the right to make changes to prices, delivery and payment terms, designs, dimensions, descriptions and illustrations, even without prior notice. We reserve the right to prior sale for unconfirmed offers.

4. Delivery and shipping

4.1 Domestic business customers

For closed purchases of goods worth at least CHF 1,000, we deliver CPT (Incoterms 2020). For orders with a total value of less than CHF 1,000, a shipping fee will be charged. For invoice amounts of less than CHF 50, an additional surcharge for reduced quantities of CHF 20 will be charged. Costs for express and fast deliveries will be charged separately.

VAT is not included in our prices and will be charged separately.

4.2 Business customers abroad

Export shipments are delivered FCA Bischofszell (Incoterms 2020). For orders with a total value of less than CHF 500, we charge a processing surcharge of CHF 60 (other currencies according to the daily exchange rate). Partial deliveries are permitted.

4.3 Private customers (online shop orders)

Delivery is made within Switzerland and to Liechtenstein. Deliveries to other countries are excluded. Delivery is free of charge for orders over CHF 50.

For orders with a value of less than CHF 50, the following shipping costs will be charged:

- up to 2 kg: CHF 10.50
- up to 10 kg: CHF 13.50

All prices include VAT.

5 Terms of payment

5.1 Business customers

Unless otherwise agreed in writing, invoices are payable 30 days from the invoice date without discount, strictly net. Upon expiry of the payment period, the buyer shall be in default without a reminder. For late payments, default interest may be charged at the interest rate customary at our main bank for negative current accounts. Any discount and collection charges shall be borne by the buyer. The buyer is not permitted to withhold or offset the purchase price. In the event of non-compliance with payment obligations or doubts about the buyer's solvency, we reserve the right to make delivery against cash on delivery or advance payment at any time.

5.2 Private customers (online shop orders)

Private customers place orders via the MAX HAURI online shop. Orders will only be processed after successful receipt of payment.

The following payment methods are available:

- TWINT
- PostFinance
- Credit card (Mastercard and VISA)

Delivery of goods on account is not possible for private customers.

Prices are subject to change at any time.

6. Delivery times

The delivery dates stated are non-binding and subject to correct and timely delivery by our distribution partners. Exceeding the delivery date does not entitle the buyer to withdraw from the contract or refuse acceptance. Claims for damages by the buyer are excluded in all cases, except in cases of unlawful intent or gross negligence.

7. Transport / Transfer of benefit and risk

Transport is at the expense and risk of the buyer. The buyer is responsible for insuring against damage of any kind.

Benefit and risk shall pass to the buyer at the latest upon dispatch of the deliveries from our factory.

If shipment is delayed at the buyer's request or for other reasons for which Max Hauri AG is not responsible, the risk shall pass to the buyer at the time originally intended for delivery ex works Max Hauri AG. From this point on, deliveries shall be stored at the buyer's expense and risk.

8. Quantity/colour tolerances

Excess or short deliveries with corresponding price adjustments for customer-specific products: up to 500 units 10%, up to 1000 units 5%, over 1000 units 3%. We reserve the right to deviations in material properties, colour and design, which cannot be objected to.

9. Conclusions and call-off orders

These must be expressly agreed and are only valid if the call-off delivery is confirmed by us through writing. In any case, the items must be purchased no later than the agreed contract period. After this period has expired, we are entitled to deliver the goods or to invoice them.

10. Warranty / liability for defects and other obligations

The seller shall only be liable for defects as follows:

- a) The buyer must inspect the goods received immediately upon arrival for quantity, quality and warranted characteristics. The buyer must notify us in writing of any obvious defects or defects that become apparent during testing within 8 days of receipt of the goods, and of any hidden defects within 5 days of discovery. It is essential to state the delivery note number.
- b) In the event of justified complaints, the seller shall, at its discretion, either repair the defective goods or deliver a replacement.
- c) The buyer must grant the seller the time and opportunity reasonably required to remedy the defect, in particular by making the rejected item or a sample thereof available, otherwise the warranty shall lapse.
- d) If the seller allows a reasonable grace period to elapse without remedying the defect or delivering a replacement, the buyer shall be entitled, at his discretion, to demand rescission of the contract (redhibition) or a reduction in the purchase price (abatement).
- e) Any improper alterations or repair work carried out through the buyer or third parties The warranty period for all deliveries is 24 months from the date of delivery.
- f) The warranty period for all deliveries is 24 months from the date of delivery. In the event of proven improper use, the warranty claim shall expire immediately.

The buyer has no rights or claims for defects of any kind in deliveries and outputs other than those expressly mentioned in this section 9.

Claims for damages by the buyer against Max Hauri AG arising from culpa in contrahendo, defective delivery, breach of ancillary contractual obligations and tort are excluded, unless they are based on intent or gross negligence on the part of the seller or one of its vicarious agents. This limitation of liability applies accordingly to the buyer.

These claims shall become time-barred 6 months after receipt of the goods through the buyer. For goods that are returned through no fault of the seller, the seller shall charge all costs incurred (e.g. testing, repackaging, etc.), but at least 15% of the net value of the goods. Transport damage must be reported to the carrier immediately, as we cannot be held liable for such damage.

11. Product liability

- The buyer is obliged to handle the delivered products carefully and appropriately, to strictly follow any instructions for use and government or other safety regulations and recommendations, and not to use any outdated products.
- The liability of Max Hauri AG is excluded to the extent permitted by law.
- If Max Hauri AG is held liable by third parties for product liability, the buyer shall indemnify and hold Max Hauri AG harmless to the extent that the damage was not caused exclusively by Max Hauri AG.

12. Place of performance and jurisdiction/applicable law

The place of performance and jurisdiction is **Bischofszell**. However, Max Hauri AG is also entitled to take legal action against the buyer at their place of business or residence.

The applicable law is Swiss law, in particular the Swiss Code of Obligations.

13. Version

This is version 7, created on 01.01.2026.