

General Terms and Conditions of Purchase - RICO Sicherheitstechnik AG

1. Exclusive application

These General Terms and Conditions of Purchase (General Terms and Conditions) shall apply to all purchases by RICO Sicherheitstechnik AG (hereinafter referred to as RICO). With the confirmation of the order or with its execution, the supplier recognises our General Terms and Conditions of Purchase as the exclusive basis of the Contract. A supplier's General Terms and Conditions of Delivery shall only apply to our purchases if we have expressly recognised them in writing.

2. General information

2.1 These General Terms and Conditions expressly exclude the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG).

2.2 Acceptance of the delivery or payment by RICO does not represent any recognition of the supplier's terms and conditions. RICO considers the rendering of the ordered service by the supplier as subsequent recognition of the General Terms and Conditions of Purchase named in this order, even if the supplier expressly disagreed beforehand or made reference to other conditions in his confirmation of the order. Any sales or delivery conditions of the supplier shall thereby expire.

3. Query and quote

3.1 The supplier's quotes for RICO shall be made free of charge.

3.2 Explicit reference to deviations from RICO's queries shall be made in the quote, and appropriate technical drawings are to be appended, if need be. In cases of ambiguity, RICO's purchasers shall be consulted.

4. Order

4.1 An order shall first be considered as placed by RICO when it has been set in writing by RICO or has been properly confirmed through a written document in the case of an order placed orally or by phone, telegraph or email.

4.2 In the case of evident errors, spelling and calculation mistakes in the order by RICO, there shall not be any obligation on RICO. The supplier shall notify RICO immediately of evident errors or spelling and calculation mistakes.

4.3 Immediately, but no later than 4 working days after receipt of the order by RICO, the supplier shall issue an order confirmation which expressly names both the properties of the product and the price and delivery date.

4.4 Complete or partial subcontracting of our orders to third parties is not authorised without our consent in writing. The supplier shall be liable, without limitation, for the parts purchased from his subcontractors.

4.5 Deviations from the content of RICO's order and later changes to the Contract shall initially be considered as agreed when they have been expressly confirmed in writing by RICO.

5. Delivery

5.1 Agreed deadlines and periods are binding. If not arranged otherwise, delivery shall be made, carriage and packaging paid, to Gallerstrasse 26, CH-9100 Herisau, Switzerland, or to another place specified by us. The receipt and check by the appropriate receiving site shall be decisive for the observance of the delivery deadline in this case; the notification of timely delivery shall serve this purpose in other cases.

5.2 A detailed delivery certificate or a packaging slip or consignment note shall be appended to each delivery and include our order number, article number, quantity, product description, etc.

5.3 The transfer of the benefits and risk shall take place after the arrival of the delivery at the place of performance or, if acceptance is required there, after its completion. The product shall be transferred at this moment into our full and irrevocable ownership.

5.4 The supplier shall be liable for damage during the transport as a result of insufficient packaging and/or fastening.

6. Guarantee / Warranty

6.1 The guarantee / warranty period amounts to 24 months if something to the contrary has not been expressly agreed. It begins with the transfer of the object of delivery to us or to third parties named by us. The supplier's warranty shall also include the observance of all the norms, safety requirements, environmental requirements, including non-infringement on the rights of third parties with regard to the object of delivery.

6.2 The warranty agreement must be presented no later than with the invoice. The agreed warranty term begins with the commissioning of the delivered product.

6.3 If a defective product is delivered, we are entitled to request, at our own discretion, free improvements or replacement delivery. We reserve the right to claim further damage.

6.4 Defective deliveries or services shall be reported by us within two months.

7. Delivery deadlines

7.1 If the supplier sees a risk of a delay with the delivery, he shall inform RICO immediately.

7.2 Partial deliveries and advanced deliveries may not be made without our explicit consent.

7.3 In the case of failure to deliver by a deadline - even if not at fault - RICO shall be entitled to withdraw from the Contract after setting a follow-up deadline.

7.4 The supplier shall pay RICO a contractual penalty of 2 % of the order value for each begun week in the case of delay. The amount is limited to a max. of 10 % of the order value. We reserve the right to claim further damage.

8. Cancellation by customers of RICO

8.1 In the case that our customer cancels the placed order, which should be fulfilled through the delivery, due to reasons for which we are not responsible, we are entitled to dissolve the Contract without any obligation to pay damage compensation.

8.2 In the case of termination, we shall compensate the supplier for those verifiable expenses that he had to incur for the appropriate execution of the placed order up to the time of withdrawal.

9. Force majeure

9.1 The contractual partners shall not be liable for failure to discharge contractual obligations due to "force majeure" events. "Force majeure" is understood as unforeseeable and objectively unavoidable circumstances that occur after the signing of the Contract.

9.2 The contractual partner who invokes the reason of "force majeure" shall be obligated to notify the other party immediately of the emergence and anticipated length of the delay. If this notification is neglected or occurs later, the affected party shall be liable to the other contractual party for the additional costs and financial consequences incurred.

10. Invoicing and payment terms

10.1 If not agreed otherwise, payment shall fundamentally be made after we receive the object of delivery in accordance with the Contract and the related documentation and certificates as well as the proper invoice.

10.2 An invoice shall be issued separately for each order, with the inclusion of the order number.

10.3 If not agreed otherwise, payment shall be made within 30 days. The term shall begin with the receipt of the invoice or, if the receipt of the product occurs after the receipt of the invoice, then with the date of the receipt of the product.

11. Non-disclosure

11.1 The supplier shall be obligated to treat all not commonly known, commercial and technical details that become known to him through the business relationship as business secrets.

11.2 The material, information, drawings, sketches, data carriers, photos and illustrations that are transferred by RICO to the supplier for the execution of an order shall remain the property of RICO. The supplier may not otherwise use, duplicate or make accessible to third parties the aforementioned material, etc. without the consent of RICO in writing.

11.3 In other respects, any written non-disclosure agreements between RICO and the supplier shall apply.

12. Tools

12.1 Tools and models provided by us or produced for us and other documents may solely be used for the execution of our orders. They may not be made accessible to third parties without our approval.

12.2 Tools and equipment for which we pay, in any way, the costs or a share of the costs shall remain the property of RICO and shall be handed over upon request. The supplier shall be obligated to describe our tools as our property.

12.3 The supplier shall be responsible for the proper storage and maintenance of the tools.

13. Safety

The supplier shall ensure that his product meets all the safety and environmental protection requirements at the time of the sale. Appropriate documents and proof may be requested by RICO at any time without charge.

14. Applicable law

Exclusive place of jurisdiction is CH-9100 Herisau, Switzerland. Swiss law is exclusively applicable. RICO is however authorised to pursue legal action in courts at the headquarters of the supplier.

15. Authoritative version

In cases of doubt, the latest German version of these General Terms and Conditions of Purchase, which can be viewed at the website of RICO Sicherheitstechnik AG, is authoritative.

Herisau, February 2017

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CERTIFIED SAFETY

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