

GENERAL TERMS AND CONDITIONS

Scope and Specifications

These General Terms and Conditions (GTC) constitute an integral part of all contracts concluded between the buyer and Sonnenkönig Armin Schmid (seller) and apply, unless individual contracts specify otherwise in written form. Information in offers, brochures, and price lists is based on the specifications valid at the time of creation. Changes in price, technology, and design are therefore reserved in any case. Documents and samples provided to the buyer remain the property of the seller.

Delay in Delivery and Transfer of Benefits and Risks

If the seller is more than 3 months delayed in delivery (from the agreed delivery date), the buyer is entitled to withdraw from the contract upon immediate written notification to the seller. Any payments already made will be refunded. This provision does not apply in the event of delay in delivery due to events beyond the control of the seller or its suppliers, such as natural events, epidemics, war, significant operational disruptions. Benefits and risks pass to the buyer upon dispatch of the item from the seller or upon installation, assembly, or setup by the buyer.

Default of Acceptance

If the buyer is in default of accepting the purchased item for more than 1 month, the seller may withdraw from the contract and demand 15% of the purchase price as a penalty. The assertion of proven additional damages remains reserved irrespective of the buyer's fault.

Prices and Payment Conditions

All payments are to be made exclusively to the seller. After the agreed payment period expires, default occurs without further notice, and default interest of 5% p.a. is due. In addition to other damages, the seller is entitled to charge reminder costs of CHF 20.00 per reminder and a one-time administrative fee of CHF 50.00 for an invoice amount up to CHF 1,000.00, or CHF 100.00 for a higher invoice amount. Individually agreed payment conditions (discounts, cash discounts, etc.) are only valid if payment deadlines are met, and there is no default of acceptance by the buyer. In case of default of acceptance, the purchase price becomes immediately due. Offsetting by the buyer with actual or alleged counterclaims is excluded in any case.

Notice of Defects

The buyer must inspect the purchased item immediately upon receipt and report any obvious defects to the seller in writing within 14 days, transport damages within five days. Later occurring defects must also be reported in writing within 14 days of their occurrence. Failure to meet these deadlines results in the forfeiture of any warranty claims.

Scope of Warranty and Liability

The seller warrants the buyer for the appropriate quality of materials and workmanship during the contractually agreed warranty period, calculated from the day of dispatch and/or installation. Warranty time is not extended by any warranty repairs or deliveries. The warranty expires automatically if material not supplied by the seller is installed or if work is carried out on the object by the buyer or third-party companies. The warranty also expires if maintenance and/or operating instructions are not followed, as well as in cases of normal wear and tear.

Warranty Services and Lump Sum

Defects proven to be the responsibility of the seller will be rectified at the seller's discretion through repair or replacement of the corresponding parts free of charge at the seller's premises. Shipping costs are borne by the buyer. Replaced parts become the property of the seller. Any further claims, as well as reduction or rescission by the buyer, are waived. The seller is entitled to refuse rectification of defects as long as the buyer has not fulfilled its obligations towards the seller. The seller is also entitled to rescind the contract at any time. The seller provides a guarantee for manufacturing and material defects as per the warranty cards accompanying each device. The warranty lasts for 24 months from the date of dispatch. Devices to be repaired or replaced must be sent to the seller in suitable packaging and prepaid. The sender is responsible for transport damages. Repairs for devices installed, assembled, or built by the seller at the buyer's location are carried out on-site, provided that the device is in Switzerland and unhindered access is granted. For repairs outside the buyer's warranty claims or for on-site warranty services for devices that are generally required to be sent in, a flat fee of CHF 165.00 is due.

Cost Estimates

The seller charges CHF 100.00 for mechanical devices, electronic products, and dehumidifiers, and CHF 150.00 for air conditioners for creating cost estimates. These costs will be credited towards any repair costs.

Retention of Title

The delivered objects remain the property of the seller until the receipt of the final due payment. The buyer authorizes the seller to register the retention of title with the relevant register office. During the existence of the retention of title, the buyer undertakes to inform the seller of any change in his place of residence.

Applicable Law and Jurisdiction

Swiss law exclusively applies, and the place of jurisdiction is Lichtensteig/SG. The customer confirms that they have read and accepted the contents of the printed conditions mentioned above.