


Dok-ID.: Dok 8.4.009_2019		
Version: 2	General Terms & Conditions (GTC)	
Qwner: QM		

1. Validity

The following terms and conditions are part of every MICROSHIELD offer (product or service) and apply to all contracts, deliveries and services concluded by it. Their content is considered to be recognized by the contracting party. Changes or deviations from these terms and conditions require written form and must be validly signed by MICROSHIELD to become valid. Differing provisions in the terms and conditions of the contracting party do not oblige MICROSHIELD. They only become valid if confirmed by an authorized MICROSHIELD person in writing. In case of a special agreement or in case of legal ineffectiveness of individual provisions, all provisions that are not affected thereby remain fully binding.

2. Offer & Contract

All offers of MICROSHIELD are non-binding. All prices are net in Swiss Francs or Euro exclusive of VAT, other taxes and fees. In particular inspection or examination fees or fees for documents, attestations, etc. are not included in the proposed price. MICROSHIELD has no obligation to draw attention to the aforementioned taxes and fees. All offers made by MICROSHIELD must be understood as meaning that the buyer has to pay the above mentioned additional costs without any special agreement being required. The contract is concluded with an order of the buyer.

3. Transfer of risk, place of performance

All deliveries are executed ex works Widnau / Switzerland. Place of performance for all delivery obligations is Widnau. Shipping is at the risk of the customer. All risks of loss of the goods or any damage to the goods or damage to goods or persons by the goods during transport are borne exclusively by the buyer, without prejudice to the regulation. The delivery within Switzerland takes place from an order value excluding VAT of CHF 1000.- free of charge. The packaging costs will be charged at cost.

4. Delivery Terms

If the parties do not make separate agreements, the choice of mode of transport shall be at the discretion of MICROSHIELD, which means shipment can be made by post, air freight, rail, ship or road. Unless expressly agreed in writing, all delivery times and delivery times specified by MICROSHIELD are non-binding which means exceeding the aforementioned deadlines or times solely does not provide reason to rise any claims for rescission or compensation to be invoked. MICROSHIELD is entitled to provide the services owed in partial services, if this is reasonable for the customer.

5. Obligations for notification


The buyer has to complain about defects of the purchased goods immediately after receiving the delivery, but in any case within 8 days after receipt of the goods. Otherwise, the provisions of Art. 201 OR apply. In the event of a timely complaint, MICROSHIELD will inform the buyer as to how the goods complained of will be handled. The buyer is obliged to store the claimed goods for a reasonable period at his own expense. The complaint must be made in writing and must specify the defect (s).

6. Prices

Prices printed in the price list, catalog or in the internet shop are indicative and not binding. The current price lists apply when concluding the contract or the contractually guaranteed prices. If the contract or the individual partial deliveries extends over a longer period of time (more than 6 months), the respective current price lists apply at the time of the respective delivery.

7. Payment

Our invoices are, subject to special agreements, payable net immediately upon receipt of the goods. Apart from clearing existing credits, neither discount nor other deductions may be made. If MICROSHIELD becomes aware of circumstances that give reason to fear that payment of the purchase price will be jeopardized, it is entitled to make the delivery against advance payment. Such circumstances exist in particular if the buyer is in arrears with the payment of due claims. The settlement of counterclaims which have not been explicitly acknowledged by MICROSHIELD is excluded.

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8. Resignation

MICROSHIELD is entitled to withdraw from the contract if it is not supplied correctly or on time by its own suppliers, and after all reasonable efforts replacement of the delivery can not be procured and therefore the delivery to the buyer becomes impossible. MICROSHIELD may rescind the contract if it becomes impossible to fulfill its contractual obligations as a result of performance obstacles beyond its control, even if they fall within its sphere of influence. This applies in particular to cases of force majeure, labor disputes, shortages of raw materials, illnesses, other breakdowns, delays in transport, etc. All delivery obligations of MICROSHIELD are subject to availability while stocks last. MICROSHIELD may therefore withdraw from the contract if available Stock is exhausted. For all the aforementioned cases of the resignation of MICROSHIELD claims for damages of the buyer are excluded.

9. Contract termination / cancellation

Wird der Vertrag einseitig durch den Käufer aufgehoben oder eine Bestellung/Teilbestellung einseitig durch den Käufer storniert, hat der Käufer der MICROSHIELD sämtliche Kosten zu ersetzen, die durch die Vertragsaufhebung/Stornierung entstanden sind; dies gilt insbesondere für Stornierungs- oder Rücktrittskosten, die der MICROSHIELD durch ihre Lieferanten in Rechnung gestellt werden, Kosten für den Kauf von Waren, die nicht zurückgegeben werden können und alle sonstigen Aufwendungen, die MICROSHIELD im Zuge der Vertragsdurchführung und dessen Beendigung entstanden sind (wie Anwaltskosten, Transportkosten, etc.).

If the contract is canceled unilaterally by the buyer or if an order / partial order is canceled unilaterally by the buyer, the buyer must compensate MICROSHIELD for all costs incurred as a result of the order cancellation / cancellation of the contract. In particular this applies to cancellation costs charged to MICROSHIELD by its suppliers, costs for the purchase of goods that can not be returned and all other expenses incurred by MICROSHIELD in the course of the performance of the contract and its termination (such as legal fees, transport costs, etc.).

10. Delay of MICROSHIELD

If MICROSHIELD is in default with its performance, the buyer is entitled exclusively to a right of withdrawal. Claims for damages are excluded.

11. Release from liability

The liability of MICROSHIELD for breach of contractual obligations and damage to third-party property during the execution of work or in its custody (storage, transport, etc.) is excluded, except in cases of intent or gross negligence. The liability for defects is in any case limited to the value of the goods and, to the extent permitted by law, is excluded for consequential damages.


12. Warranty

MICROSHIELD warrants that its products comply with the descriptions contained in their catalogs, technical data sheets or other product documentation submitted to customers.

MICROSHIELD does not warrant that the products it delivers will meet the intended purpose of the buyer. The warranty claims of the buyer due to defects of the object of purchase are basically limited to the right of repair or replacement. The Buyer reserves the right to reduce or change if the repair or replacement fails. Repair or replacement will be at the expense of MICROSHIELD. Further claims, in particular claims for damages, are excluded.

13. Promised features

Notwithstanding paragraph 12, the description of the purchased items in catalogs, analytical reports and other documentation of MICROSHIELD serves only to specify and precisely determine the purchased item. The above descriptions are not to be understood as assurances of properties within the meaning of Art. 197 OR. An assurance in the legal sense requires the prior written, legally signed confirmation of MICROSHIELD with the express indication that a certain property should be guaranteed. The same applies to services provided.

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14. Technical Advice

At the request of the customer, we advise on application technology to the best of our knowledge within the scope of the given possibilities, but without obligation.

15. Retention of title

All goods delivered by MICROSHIELD remain MICROSHIELD property until the buyer has paid all his liabilities from the mutual business relations. The buyer agrees with a possible register entry.

16. Protection and usage rights

MICROSHIELD does not guarantee that the use or resale of the delivered products does not violate national or international protection and usage rights. When using or reselling the purchaser has to make sure that such rights of third parties are not violated. Claims for damages against MICROSHIELD are excluded in this respect. The Buyer undertakes to indemnify MICROSHIELD from all claims for damages by third parties for any infringement of rights of protection and usage arising from the actions of the Buyer.

17. Choice of law, jurisdiction

The legal relationship is governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (<Vienna Sales Convention>) of 11 April 1980. The exclusive place of jurisdiction for all disputes arising from the contractual relationship is the canton of St.Gallen.

This version replaces all previous versions. As of February 2018.