

General Terms and Conditions of Business

Version: 01.07.2018

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- 1. General**
 - 1.1. These General Terms and Conditions of Business apply to all deliveries and services of FIRALUX DESIGN AG (hereinafter called the «Seller»). The purchaser's General Terms and Conditions of Business or amendments to these Terms and Conditions of Business are only valid if they have been expressly recognised in writing by the Seller.
 - 1.2. Drawings, plans, cost estimates and other documents created by the Seller in connection with an order remain the property of the Seller and are protected by copyright. They may neither be made accessible to third parties nor duplicated without written consent.
 - 1.3. The Seller reserves the right to amend these General Terms and Conditions of Business. The General Terms and Conditions of Business which apply are those which are valid at the time the order is placed.
 - 2. Offers**
 - 2.1. Unless a validity period is explicitly stated, every offer made by the Seller is without engagement and is subject to prior sale.
 - 3. Orders**
 - 3.1. By placing an order, the customer recognises these General Terms and Conditions of Business.
 - 3.2. A handling charge of CHF 20.00 is made for orders where the value of the goods is less than CHF 50.00.
 - 3.3. After placement of the order and confirmation by the Seller, amendments or cancellations can only be accepted by mutual agreement and without any liability whatsoever on the part of the Seller.
 - 3.4. Depending on the extent of the changes requested, amendments to orders result in an amendment of the price offered and the delivery date.
 - 3.5. In the case of cancellation, a handling charge of at least 10% and not less than CHF 10.00 will be made.
 - 4. Prices**
 - 4.1. All prices indicated by the Seller exclude VAT, any disposal fees, delivery charges and, unless expressly advertised otherwise, lamps.
 - 4.2. The Seller reserves the right to amend prices at any time.
 - 5. Deliveries**
 - 5.1. Delivery periods indicated by the Seller will be observed as far as possible but are deemed not to be binding unless expressly agreed otherwise. Any delay does not entitle the purchaser to assert claims for compensation of any nature whatsoever unless the delay by the Seller is due to intent or gross negligence on the part of the Seller.
 - 5.2. The Seller will determine the delivery method and may make partial deliveries.
 - 5.3. Deliveries are made from the Seller's Head Office.
 - 5.4. All costs of packaging, delivery and insurance are for the purchaser's account. If delivery is made by DPD / Swiss Post, no delivery charges are applied if the net merchandise value of the goods to be delivered is CHF 1,000.00 or more, provided that the delivery destination is in Switzerland and the goods are despatched without any special priority (i.e. by DPD «Normal» / A or B post).
 - 5.5. Disposal of the packaging material is for the purchaser's account.
 - 5.6. The goods are delivered at the purchaser's risk.
 - 5.7. Defective or incomplete deliveries must be notified in writing to the Seller within seven working days of receipt of the delivery. Otherwise the delivery will be deemed to be accepted.
 - 6. Sample deliveries**
 - 6.1. Sample deliveries will be invoiced. A refund will be given if the sample(s) is/are returned undamaged and in the original packaging within 4 weeks.
 - 7. Returns**
 - 7.1. Returns of all kinds will only be accepted with the prior written agreement of the Seller and if the goods are in the original packaging.
 - 7.2. Returns sent without prior agreement will be stored without charge or disposed of in an environmentally friendly manner at the cost of the sender.
 - 7.3. A copy of the invoice or delivery note must accompany all returns (returns in the proper sense and samples).
 - 7.4. In the case of returns in the proper sense, a handling charge of 15% of the value of the goods or CHF 20.00 (whichever is the greater) will be made for administration and inspection.
 - 7.5. Also in the case of returns in the proper sense, the Firalux returns and repairs form must be completed and returned with the consignment (available at www.firalux.ch or directly from the Firalux Head Office).
 - 7.6. No refund will be given for goods which have been damaged or modified by the consignee.
 - 8. Warranty / liability**
 - 8.1. The warranty period for luminaires and devices is 24 months from the date of collection or despatch (**lamps and starters constitute expendable parts and are therefore not covered by any warranty**). Subject to any mandatory provisions of law, the guarantee is restricted to defects which can be demonstrated to be due to faults in the material, workmanship or design.
 - 8.2. Rights under the warranty comprise repair or replacement at the Seller's discretion. **Rescission or a price reduction by the purchaser are excluded.**
 - 8.3. Any warranty lapses if the purchaser or third parties make changes or undertake repairs to the goods, or if the instructions for installation, use or maintenance or similar instructions from the Seller or manufacturer are not followed.
 - 8.4. Similarly, any warranty lapses if unauthorised accessories or spare parts are used.
 - 8.5. **In so far as permitted by law, any further services under the warranty or compensation payments are excluded. Payment of costs for dismantling, re-assembly and possible reprogramming as well as for further potential consequential loss or damage are excluded.**
 - 8.6. All warranty claims must be asserted in writing to the Seller immediately on detection of the defect, along with information on the delivery and the item under guarantee, otherwise the corresponding rights will be deemed to be forfeited.
 - 8.7. In so far as permitted by law, the warranty is waived for services associated with the delivery such as installation work.
 - 8.8. **Any services over and above the warranty as definitively defined above, as well as liability for bodily injury and damage to property, are excluded in so far as permitted by law.**
 - 9. Instructions and recommendations by the Seller and / or the manufacturer**
 - 9.1. **The customer undertakes to observe installation, operation and maintenance instructions and / or recommendations by the Seller (or manufacturer), to comply with such instructions and to pass these**
 - to third parties (purchasers, distributors, end-customers, etc.). If not included in the packaging, the instructions and recommendations can be obtained from the Seller.**
 - 9.2. **If the customer is a distributor, he undertakes to investigate rejections by his customers with due care and attention at his own expense and to inform the Seller immediately in writing and in detail about possible rejections. The customer must compensate the Seller for loss or damage which arises from a breach of this obligation or which increases as a result of a breach of this obligation.**
 - 9.3. **The customer undertakes to inform his buyer about the possibility of concluding a maintenance contract with the Seller in order to ensure that the requirements set out in the Swiss Product Liability Act (Produkttehaftpflichtgesetz - PrHG) are met. If the customer is unable to demonstrate that he has followed this recommendation and if claims are asserted against the Seller arising from the Swiss Product Liability Act, the customer must hold the Seller harmless in all respects from all resulting obligations.**
- 10. Terms of payment**
 - 10.1. Invoices must be paid within 30 days with no deductions.
 - 10.2. **After the end of 30 days the purchaser is in default without any further reminder and default interest is due after this date.**
 - 10.3. The level of the default interest is determined by the relevant interest rate of the Basellandschaftliche Kantonalbank for overdraft facilities.
 - 10.4. In the case of orders with a value of CHF 10,000.00 or more, the Seller may request an advance payment of up to 50% of the value of the order. Delivery of the goods ordered may be made conditional on the payment of the advance payment.
 - 10.5. **Offsetting against any counter claims by the purchaser are excluded.**
 - 10.6. **Title to the goods does not pass until the Seller has received payment in full. The purchaser hereby authorises the Seller to make a corresponding entry in the Retention of Title Register (Eigentumsvorbehaltsregister) in the event of any payment arrears.**
 - 11. Miscellaneous**
 - 11.1. If individual provisions of these General Terms and Conditions of Business should be or become invalid, the validity of the remaining provisions is thereby unaffected. The corresponding clause will be initially construed according to the principle of reduction to its legally admissible core (geltungserhaltende Reduktion). Similarly, the same procedure is to be adopted by the customer and the Seller in the event of a lacuna in the agreement.
 - 12. Place of performance and place of jurisdiction**
 - 12.1. **The place of performance and the sole place of jurisdiction is the Seller's Head Office, but subject to the mandatory provisions of the Swiss Civil Procedure Code (Schweizerische Zivilprozessordnung).**
 - 12.2. **Swiss law applies but with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.**

Information

 **Firalux Design AG – The Firalux Catalogs**
The Firalux range is shown in our main catalogue and is distinguished by a mix of many classics, in-house developments and innovations. All articles are available from stock (subject to exceptions). Orders we receive in our premises up to 3.00 p.m. will be processed and despatched on the same day.

Firalux - Online

All Firalux catalogues, as well as the catalogues of the companies we represent, can be seen on our website www.firalux.ch. Catalogues and a Firalux data stick can also be ordered via our contact form.



Consulting and planning

Our sales consultants are present throughout Switzerland and will be happy to show you our product range. We supply architects, garden planners, interior designers and electricians. Firalux lighting is also available from specialist dealers or can be ordered by end customers through their electrician.

Experience Firalux lighting live

We regularly exhibit a significant part of our product range, including new products, at the Ineltec trade fair in Basel. Our showroom in Böckten is always fully up-to-date. We look forward to welcoming you at your convenience. Please call us beforehand so that we can arrange an appointment.

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