

1. Scope of Application

These general terms and conditions of sale shall apply to all sales by FLAVER AG to the customer. Any other terms and conditions of the customers shall not apply unless expressly accepted in writing by FLAVER AG.

2. Offers and Orders

Our prices and surcharges are subject to change without notice. Our offers are always subject to factory acceptance. If the market conditions on which the pricing is based change (increases due to energy costs, customs, freight or official price increases, foreign exchange or currency measures such as new exchange rates, and the like), FLAVER AG is entitled to adapt prices and conditions to the new conditions. Our offers are also non-binding for goods ex works or ex warehouse. We reserve the right to charge a cancellation fee of EUR/CHF 250.- for any official order that is canceled after we have received it.

3. Payment

Invoices of FLAVER AG are to be paid in the invoice currency within 30 days net from the invoice date. Thereafter, a default interest of at least 7.5% per annum is owed, unless a higher default interest has been agreed. Regardless of the arrival of the goods at the buyer's premises, the invoice date is the date on which the shipment is handed over to the departure station or carrier. We reserve the right to make payment experiences available to an information portal.

In case of late or non-payment on the due date, the Purchaser shall be liable, automatically and without prior notice of default, to pay damages equal to 7,5% of the invoice amount, without prejudice to Seller's right to prove higher damages. Failure to make aforementioned payments, including cost and default interest accrued, causes all other amounts owed by Purchaser to Seller to become immediately due and payable. Any payment delays entitle Seller to suspend any further deliveries of the Products to Purchaser without Purchaser having the right to claim for damages. If any indirect tax, VAT, GST, sales tax or equivalent would be applicable, such tax is not included in the quoted price and needs to be paid in addition to the quoted price.

Delivered goods remain the property of FLAVER AG until full payment has been received. In addition, FLAVER AG is entitled to adjust the terms of payment in the event of changed market conditions or negative payment experiences with customers (e.g. repeated delayed payments, interest on arrears, etc.). Such adjustments notified by FLAVER AG to the customer become part of the contract if the customer does not object in writing to FLAVER AG within 10 days of receipt of the change notification.

5. Delivery

Delivery dates set by the customer or stated by FLAVER AG are not fixed dates. The delivery dates shall be extended if obstacles occur which are beyond the control of FLAVER AG. The customer may only assert claims against FLAVER AG arising from delayed or defective delivery if it can prove intent or gross negligence on the part of FLAVER AG. If the customer requires test or acceptance certificates, he must inform FLAVER AG of this at the latest when placing his order. The costs for the certificates and acceptance tests shall be borne by the customer.

The data determined in the manufacturing plants or in the warehouse regarding the weight and scope of the delivery are decisive for the invoicing of FLAVER AG. The quantity of an individual item is irrelevant. The total weight of the items is decisive. The tolerance values applicable in the manufacturing plants also apply to the delivery of FLAVER AG.

Separate additional conditions apply to customers with framework contracts.

6. Transport

The transport of the goods is entirely at the customer's expense, excluding any liability of FLAVER AG for transport, freight and packaging. Benefit and risk shall pass to the customer upon dispatch of the goods, ex manufacturing plant or ex warehouse. This regulation of the transfer of risk also applies if FLAVER AG exceptionally assumes part or all of the transport costs. In all other respects, the rules of INCOTERMS 2020 shall apply.

7. Warranty, Notification of Defects

The customer must check the condition of the goods deliveries immediately after their receipt. Complaints concerning any defects in the goods must be made by the customer within 5 days of receipt of the goods or, in the case of a hidden defect, as soon as it is discovered, to FLAVER AG by registered letter and in detail according to quantity / type. After six months from receipt of the goods, all claims arising from material defects shall expire; only in cases of Art. 199 OR shall the warranty expire only two years after receipt of the goods. The buyer must give FLAVER AG the opportunity to inspect the rejected goods in the condition of delivery. If the purchaser fails to comply with these obligations, or if notification of defects is late, the delivery is deemed to have been approved. In the case of a justified notice of defect, FLAVER AG has the choice of either taking back the unprocessed defective goods and delivering a real replacement or compensating the reduced value by monetary payment. Further claims against FLAVER AG, e.g. in the case of cancellation of the contract, for damages, loss of profit, interest on arrears and penalties, are excluded.

8. Extraordinary Events

Extraordinary events which make the contractual performance considerably more difficult or unreasonable for FLAVER AG (such as generally enacted or specifically decreed official restrictions, shortage of raw materials, breakdown, strike, war, pandemic, epidemic, etc.) and which were not foreseeable at the time of conclusion of the contract shall entitle FLAVER AG either to postpone the delivery dates stated or to refrain from delivery in whole or in part, without this giving rise to any compensation or other claims against FLAVER AG on the part of the purchaser.

9. Data Protection

The protection and legally compliant collection, processing and use of your personal data is an important concern for us and is based on the legal provisions.

10. Place of jurisdiction and applicable law

For all disputes arising from sales and deliveries of goods by FLAVER, the parties agree that the ordinary courts at the registered office of FLAVER AG shall have exclusive jurisdiction. They elect to apply the Swiss Code of Obligations (to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods).

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