



Gysi AG Chocolatier Suisse - General Terms and Conditions (AGB)

Version: February 2016

Area of Validity

These General Terms and Conditions (hereinafter referred as “AGB”) shall be binding against all our customers (hereinafter referred as “clients”) for all products and services of Gysi Ltd Chocolatier Suisse (hereinafter referred as “supplier”)

Any conditions stipulated by the customer which are in contradiction to these general conditions shall only be valid if expressly accepted by the supplier in writing.

In the event a provision of these AGB is invalid, all other provisions shall remain unaffected.

All agreements and legally relevant declarations of the parties to the contract have to be in writing in order to be valid.

Offers and Conclusion of Contract

The contract shall be deemed to have been entered into upon receipt of supplier's written confirmation stating its acceptance of the order.

Unlimited offers are always without obligation until the order is confirmed.

Scope of Supplies

The supplies are specified in the order confirmation. Any material and services which are not included therein shall be additionally charged.

The supplier shall be entitled to make any changes which lead to improvements for the clients.

The client accepts that samples may slightly differ in appearance, taste and texture from real production.

Materials supplied by client

Raw materials, semi-finished products, packaging materials and containers, which are supplied by the client need to be suitable for processing and must be delivered free to our address. The client shall be liable for any losses resulting from not-suitable materials (quality, quantity). This also includes the storage of materials for the account and at the risk of the client.

Regulations in Force in the Country of Destination

The clients shall inform the supplier, upon placing the order at the latest, about the standards and regulations applicable to the execution of the supplies and services, to the operation of the plant.

Prices

The quoted or confirmed prices are subject to alteration. Unless otherwise agreed upon, all prices shall be deemed to be net, ex works (EXW – Incoterms 2010), in Swiss Francs (CHF), excluding VAT, taxes and duties in the country of destination . They can be changed at any time with preannouncement.

If a general price increase is decreed between confirmation of the order and delivery, the new prices shall apply.

Terms of Payment

Payment terms are net, within 15 days after the date of invoice, unless otherwise agreed

upon.

The supplier reserves the right to demand a prepayment or payment guarantees from the clients. This applies in particular for new accounts and their initial 2 orders.

Payments shall be made by the clients to the registered address of the supplier without any deducting for cash discount, expenses, taxes or duties of any kind. Other terms of payment may be agreed separately.

In case of delay in payment the supplier is entitled to discontinue planned deliveries and to charge a default interest.

Materials purchased at the customer's request that are not used within the defined period will be invoiced, including the cost of any additional work entailed.

Proprietary Right

The supplier shall retain ownership of the products supplied until full payment has been received. The clients shall take all necessary measures for the protection of the proprietary rights of the supplier.

Delivery Time

The delivery time shall start as soon as the contract has been entered into and all details have been settled.

The delivery time shall be reasonably extended:

- if the information required by the supplier for performance of the contract is not received in time, or if the customer subsequently changes it;
- if agreed terms of payment are not met, letters of credit are opened too late, or the necessary prepayments are not received by the supplier in time;
- if hindrances occur which the supplier cannot prevent despite using the required care, regardless whether they affect the supplier or the customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, revolution, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw material, semi-finished or finished products, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God.

Delay in Delivery

The customer shall be entitled to claim liquidated damages for delayed delivery provided that the delay has been caused by a fault of the supplier and that the customer has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the customer, the latter is not entitled to any damages for delay.

Damages for delayed delivery shall not exceed ½ % of the part of supply in delay for every full week's delay and shall in no case whatsoever exceed 5 % of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.

Any delay of the supplies does not entitle the customer to any rights and claims other than those expressly stipulated in these Articles 9.1 and 9.2.

Forwarding, Transport and Insurance

The products will be packed by the supplier. The packing material will be basically not charged separately except another agreement had been made.

Special requirements regarding forwarding and insurance shall be communicated to the supplier in good time. Transport shall be in this case at the clients expense and risk.

Complaints in respect of transport shall be submitted immediately by the clients to the last carrier on receipt of the products or the shipping documents.

Inspection and Taking-over of the Supplies

The clients shall inspect the supplied products within a reasonable period after having received them and shall immediately notify the supplier, within 3 days after receipt of the products the latest, of any deficiencies. If the clients fail in doing so, the products shall be deemed to have been taken over.

Complaints regarding damages, missing or broken items can only be taken into consideration if they will be reported on receipt of the products by the client by writing on the delivery note of the shipping service.

On request the clients provide the supplier with the items and delivery note for further examination.

Warranty

The supplier shall guarantee the highest product quality within the period indicated by the "best before / use by" date, indicated on the packaging.

Liability

The supplier shall only be liable for damages based on intent or gross negligence. He shall not assume any liability in the event of force majeure or for a non-availability of the items.

All products and declarations are made in accordance with the Swiss law. The supplier assumes no liability for any decision taken by the authorities during inspection of the products in foreign countries.

The supplier shall not be liable for any direct, indirect, consequential or incidental damages that are not arisen on the product, including damages for loss of business information, loss of profits, production interruption and the like, subject to the compelling product liability law.

Samples and Product Development

Samples are handled like regular orders and shall be therefore charged entirely to the client.

The supplier shall fully forward his expenses to the clients for any assignment of new product developments. These costs may be reduced if it comes to a business deal at a later stage.

Change of the General Terms and Conditions

The supplier hereby reserves the right to modify these AGB at any time, without specifying cause. Such modifications shall not apply for orders which have already been executed.

Recognition of terms of payment and delivery

By placing an order, the client acknowledges the terms of payment and delivery.

Governing Law, Jurisdiction

The present contract shall be governed in all respects by Swiss law. The place of jurisdiction for any disputes shall be Bern.

Original Text

The AGB are published in German, French and English. In the event of contradictions, the German version shall be authoritative.