

## General Terms and Conditions of Merisa AG, Hergiswil NW

### Scope

These general terms and conditions (GTC) are applicable to all business relationships between the

Merisa AG (**merisa**)  
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and the customer of merisa (**customer**).

### Conditions of sale and delivery

The following general terms and conditions of sale and delivery apply to all deliveries made by Merisa AG (hereinafter referred to as merisa) to customers, unless special agreements have been made between the parties. Changes to these conditions require written confirmation by merisa.

### Conclusion of contract

The contract between merisa and the customer is only concluded by an order of the customer and its acceptance by merisa. The customer's order is placed by telephone, in writing, via fax or e-mail. merisa accepts the order by delivering the ordered goods (incl. delivery note) or, at the customer's request, by sending an order confirmation (by fax, e-mail or letter post).

### Prices

All prices are in CHF excluding value added tax (VAT) and are based on the current price list. The value added tax is shown separately on the invoice. Prices are kept as stable as possible, but can be adjusted downwards or upwards depending on the market situation. Our customer service will be happy to provide you with information on current prices at any time or to issue a quotation with current prices. For individual cleaning and hygiene products, the VOC tax is also charged in accordance with statutory regulations. The VOC (volatile organic compounds) is shown separately on the invoice.

### Delivery dates

If merisa is unable to meet the agreed dates or deadlines, it shall inform the customer accordingly. The customer undertakes to grant merisa a reasonable period of grace and expressly renounces any claim for damages caused by delay. Likewise merisa is free to make partial deliveries.

### Delivery costs/order processing

For orders with a net value from CHF 500.00 (excl. VAT and VOC), the delivery is free of charge. For orders with a net value below CHF 500.00, a handling fee (postage / packaging) of CHF 30.00 will be charged. Surcharges for express deliveries shall be at the expense of the customer. In addition, the separate delivery conditions agreed with the customers shall take precedence.

### Ownership and risk

Ownership and risk in the merisa products shall pass to the customer at the time when the products are actually handed over to the customer or his representative by the carrier at the specified delivery address (valley station, access by lorry and parcel service is guaranteed). The choice of shipping method is at the discretion of merisa.

## Warranty/complaint period

The customer has the obligation to check immediately after receipt of the goods whether the delivery corresponds to his order. Deviations must be reported immediately. The warranty period for technical products such as hygiene technology products and application aids is limited to 12 months from the date of dispatch of the products by merisa. A subsequent delivery or repair does not renew or extend this warranty period.

## Returned goods

Return of incorrectly ordered goods will only be accepted with delivery note/invoice. Returns must be notified within 7 days of the date of the delivery note by calling 041 630 48 58, otherwise the delivery is deemed to have been accepted. Subsequently, the reported return must be sent back within 14 days from the date of the delivery note. Returns will not be accepted after this deadline. This warranty applies exclusively to new/unused materials. Opened containers and torn open packaging will not be taken back and will not be refunded. A lump sum of CHF 100.00 will be charged for collection by merisa. For wrongly ordered goods merisa reserves the right to charge the real expenses to the customer.

## Payment

30 days net, no discount deduction. Unauthorised discount deductions will be recharged. The interest on arrears from the due date is 5%. Reminder fees of CHF 30.00 will be charged from the 2nd reminder onwards.

## Repair and maintenance

Repair and maintenance work is carried out by merisa service technicians on site or in the service workshop.

## Model and construction changes

We reserve the right to make model and Model and construction changes as well as resulting price changes at any time.

## Cleaning and hygiene products / Product safety and storage instructions

Hazard statements and safety advice can be found in the corresponding safety data sheet. These can be viewed on our homepage at [www.dermatec-swiss.ch/downloads](http://www.dermatec-swiss.ch/downloads) or ordered by calling 041 630 48 58, [info@merisa.ch](mailto:info@merisa.ch). Storage must be in the sealed original container. The cleaning and hygiene products must be protected from frost, heat and light.

## Applicable law and place of jurisdiction

Deliveries by merisa shall be governed exclusively by Swiss law. The Vienna Sales Convention of 11 April 1980 shall not apply. Both parties acknowledge the exclusive jurisdiction of the ordinary court in Stans NW / Switzerland for all disputes arising from or in connection with deliveries by merisa.

## Final provisions

The validity of any general terms and conditions of business, purchase or other terms and conditions of the customer shall be expressly excluded, even if reference is made to such terms and conditions of the customer in the correspondence between merisa and the customer.

The customer is prohibited from assigning or transferring rights and obligations towards merisa in whole or in part to third parties without the prior written consent of merisa. Any assignment or transfer without prior written consent is void.

Without the prior written consent of merisa, the customer is prohibited from setting off claims against merisa against claims of merisa against the customer. Excluded from this are exclusively claims of the customer against merisa, the existence and amount of which have been legally and finally determined by a court of law.

The version of these GTC is in force since 17.02.2021.