

General Terms and Conditions (GTC)

1 General

These General Terms and Conditions (GTC) apply to all deliveries and services provided by WESCO AG (hereinafter referred to as WESCO). The contents of these GTC apply unless otherwise expressly agreed upon by WESCO in writing. These GTC take precedence over any conditions to the contrary of the other contractual party.

Indefinite quotations (offers) expire 40 days after the date of the quotation. A quotation can be revoked until receipt of the corresponding order. The contract is deemed to have been concluded upon receipt of written confirmation from WESCO that the order has been accepted, or upon shipment. We are entitled to withdraw from the contract at no cost after its conclusion if the service becomes impossible for us or for our suppliers to provide, or if it can no longer reasonably be expected to be provided due to a change in circumstances.

The purchaser must notify us of the legal, administrative and other regulations to be complied with for the fulfilment of the contract. These GTC are expressly acknowledged when placing an order.

2 Prices

Unless otherwise agreed upon, the prices valid on the date of receipt of the order apply. Our prices are quoted strictly net.

Our prices are always based on the customs duties, exchange rates and other taxes applicable on the date of the quotation. If these tariffs should change, we shall calculate the import costs effectively due on the delivery date; the same applies even in the event of late delivery. In the same way, we reserve the right to adjust prices if, between the date of the quotation and the contractual performance, salary conditions or material prices should change.

3 Delivery deadline

The specified delivery deadline is approximate and therefore non-binding. It begins at the earliest after clarification of all the necessary technical questions and on receipt of any advance payments agreed upon.

In the event of unforeseen circumstances, the delivery deadline shall be extended accordingly. Unforeseen circumstances refer, in particular, to late or defective delivery from a sub-contractor, transport problems, the rejection of important parts, operational disruptions, serious accidents, epidemics, strikes, official measures, war, unrest, electricity or staff shortages, etc.

A late delivery does not entitle the purchaser to compensation for direct or indirect damages or give them the right to withdraw from the contract.

4 Payment terms

The terms applicable to payments are those set out in the quotation or in the order confirmation.

Partial deliveries must be paid for as independent transactions.

In the event of late payment, default interest shall be due immediately, in accordance with the rate set out in the Swiss Code of Obligations on the due date. WESCO is entitled to claim additional expenses from the purchaser in the event of late payment. It is not permitted to reduce or withhold payments due to complaints, claims or any counterclaims not acknowledged by us. Payments must still be made if non-essential parts are missing that do not prevent the delivery from being used, or if it proves necessary to carry out subsequent work on the delivery.

Payment delays entitle us to cancel the order and to demand the return of any goods already delivered. The right to claim compensation remains reserved.

5 Reservation of title

The material we have delivered remains our property until the deliveries have been paid for in full. The purchaser undertakes to cooperate with any measures required to protect our property.

6 Technical documents

Technical documents such as drawings, descriptions, illustrations or similar, as well as any weight specifications, are only binding if explicitly agreed. We reserve the right to make any changes deemed necessary.

Technical documents remain our intellectual property. Technical documents may not be used for self-production, for the supplier himself or third parties, nor disclosed or handed over to third parties, without our written consent.

If an order is not placed with us, the plans, drawings and any other documents provided must be returned to us immediately, unrequested.

7 Warranty (guarantee) and liability

Unless otherwise agreed upon or subject to the warranty by the manufacturer, the warranty period shall begin on the date of commissioning by the end user, and last for 12 months.

Any compulsory legal regulations (e.g. those applicable to consumers) take precedence over this regulation. All warranty claims shall lapse at the latest upon expiry of a 24-month period after delivery.

If a delivery proves to be contrary to the terms of the contract, the purchaser must immediately offer WESCO the opportunity to remove the defects. WESCO undertakes to improve or replace, at our own discretion and as quickly as possible, any parts which are proven during the warranty period to be defective or unusable due to design faults, poor material or manufacturing defects.

Liability for defects shall lapse in full if

- a) the purchaser fails to meet his payment obligations,
- b) improper use is made of the devices by the purchaser or third parties, or if they are used in conditions for which they are not suited,
- c) damage occurs due to force majeure, natural wear or other influences e.g. corrosion, overheating or insufficient maintenance,
- d) the purchaser or user does not give us sufficient time for commissioning or replacement,
- e) the purchaser or third parties carry out changes and repairs without our permission,
- f) disruptions and defects are not reported to us immediately in writing.

We shall only bear the costs incurred by the repair or replacement of the defective parts in our workshops. Assembly, disassembly and transport costs are excluded. If the defective parts cannot be repaired or replaced in our workshops for reasons beyond our control, all the additional costs incurred shall be borne by the purchaser. If improvement work is carried out in the place of destination, the purchaser shall make the necessary auxiliary staff and equipment available free of charge. Replaced parts shall become the property of WESCO.

Any claims by the purchaser that go beyond the above warranty obligations, e.g. compensation for operating losses, lost profit, or accidents or additional damage caused by accidents, and any other direct or indirect damage, are explicitly excluded. The cancellation and reduction of the purchase are explicitly excluded.

8 Transport, insurance and packaging

Unless otherwise agreed upon, goods are transported at the cost and risk of the purchaser.

We shall only take out transport insurance at the explicit, timely request of the purchaser, at his own expense.

Any complaints in connection with transport must be addressed to the most recent carrier by the purchaser immediately upon receipt of the delivery or of the transport documents.

Goods are packaged by us with all due care. Unless explicitly included in the price, packaging shall be invoiced at cost and not removed, unless explicitly agreed to the contrary.

9 Assembly and commissioning

The General Conditions of Erection of Swissmem apply for assembly carried out by our staff. Commissioning of the objects or systems delivered by us shall take place as specifically agreed upon.

10 Delivery acceptance

The purchaser must check the delivery within a reasonable period and notify us immediately in writing of any defects for which we are responsible in accordance with our contractual obligations. Should he fail to do so, the delivery shall be deemed to have been approved.

11 Applicability

The rights and claims of the purchaser are governed conclusively by these GTC. Any rights and claims which go beyond these GTC are excluded. The German version is authoritative.

12 Place of fulfilment, place of jurisdiction and applicable law

The place of fulfilment shall be 5430 Wettingen, Switzerland. The place of jurisdiction shall be 5400 Baden, Switzerland. Swiss substantive law shall exclusively apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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