

Delivery terms

1. General information

Only written orders are valid. Verbal or telephone agreements require our confirmation. The prices we state are fixed prices.

Any documentation we provide or pay for, such as drawings, models, tools and samples, may not be copied without our permission and shall remain our property, including the copyrights to such documentation. The supplier is responsible for ensuring that this documentation is not used for or accessed by third parties. Our orders may not be used for advertising purposes.

2. Confirmation of orders

The supplier must confirm an order directly after receiving it. If we do not receive confirmation, we shall assume the order has been fully accepted.

If any discrepancies exist between our terms and a supplier's terms of sale, our terms shall apply exclusively, provided no special agreements are made to the contrary. This applies in particular to contrary terms contained in the supplier's quotations, even if we do not find fault with such terms.

3. Quantity and quality

The quantities and qualities of goods as determined by our incoming goods checks at the delivery destination are decisive for acceptance and invoicing. The supplier must ensure the quality of goods delivered by means of suitable outgoing goods checks. CWK-SCS therefore does not perform a technical incoming goods inspection.

In view of the fact that it is not possible for us to check the correctness and usability of a large proportion of deliveries or services immediately, by accepting the order, the supplier shall also acknowledge complaints without imposing a complaint cut-off date. Payments we make do not represent an acknowledgement of quantity, price or quality.

4. Guarantee

In particular, CWK-SCS is entitled to assert all warranty rights provided for by law (e.g. cancellation, reduction or improvements) or to claim compensation.

Upon CWK-SCS' request, any defects found must be rectified immediately and at no additional cost. Assurances given by the supplier must be adhered to precisely.

5. Delivery times

Unless immediately corrected by the supplier, our stated delivery times are binding (transaction at a fixed date).

The stated delivery times are **the time at which the goods must arrive at their destination.**

If the delivery time is exceeded, we reserve the right to decide whether to insist on delivery of the goods or to cancel subsequent delivery without agreeing another deadline.

Any differences in freight charges between normal and express freight due to late delivery shall be borne by the supplier. We reserve the right to return goods unfranked if they are delivered early without our consent, or to delay settlement of the invoice until the due delivery date of the goods.

6. Dispatch regulations

The supplier must inform us promptly of all consignments by means of a **dispatch note**. Partial and remaining consignments must be indicated as such. Each consignment must be accompanied by a **delivery note**.

The supplier shall be liable for any damage incurred during transport due to insufficient packaging.

7. Invoicing

Each consignment **must be invoiced immediately** upon dispatch. A **separate** invoice must be issued for each order.

8. Payment conditions

Unless other agreements have been made in writing, we shall pay an invoice 30 days after receiving it (contingent on goods having been duly received). Collection on delivery (COD) or drafts are not accepted.

9. Place of performance and jurisdiction

The place of performance and jurisdiction for deliveries and payments is Winterthur. The contractual relationship governed by this agreement is exclusively subject to Swiss law.

10. Framework agreements

If the supplier concludes a framework agreement with CWK-SCS, any contrary provisions in said agreement shall take precedence over those in these delivery terms.

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