

General Terms and Conditions

General: These General Terms and Conditions are applicable to all our offers, deliveries and services, as far as individual agreements or delivery conditions do not contain any differing provisions. With the ordering of our products or by accepting the products, the customer accepts these General Terms and Conditions. Differing terms of the customer are only valid if Ifanger AG has consented to such terms in writing. Should one of the following clauses be held to be invalid, then such invalidity shall not affect the remaining clauses and the invalid clause shall be replaced by a new clause which in economic terms is as close as legally possible to the former clause.

Order Documentation: Our products are continuously adapted to the latest workshop experience. The pictures and measurements contained in the catalogue are therefore not binding.

Delivery Period: Ordinary tools according to our catalogue can usually be delivered directly from the warehouse. It is our goal to meet the delivery dates that we have promised. However, such delivery dates are only estimates. Any claims for compensation of the customer for exceeding the time of delivery are excluded.

Prices: The prices indicated in our price list are net prices in CHF (Swiss Francs), excluding VAT, excluding price surcharge (if applicable), ex Works Uster (i.e. without transport), unpackaged, excluding insurance and excluding any potential customs, import and sales taxes. Price changes remain reserved.

In cases of orders with a product value of less than CHF 50.00, potential discounts will not apply. The minimum order value is CHF 15.00 (excluding costs for shipment).

Our invoices must be paid within 30 days. Discount deductions do not apply.

In case of a delay of payment, we reserve the right to immediately stop delivering further orders and the customer automatically forfeits the right to make claims for delay of delivery against Ifanger AG.

Shipment: Shipment is effected at the customer's risk and costs. To the extent that no specific delivery conditions have been agreed between us and the customer, we have the right to select the forwarding company. Shipping expenses will be charged at cost.

Transfer of Risk: Risk of accidental loss and accidental deterioration of the product passes to the customer with the handover of the goods to the forwarder.

Representations and Warranties: Our products are based on exact, efficient and robust workmanship. Any claims for defects expire one year after the transfer of risk to the customer. Obvious defects must be notified to us in writing within ten working days after receipt, otherwise, the products delivered will be considered accepted. If the products are demonstrably defective, the customer may request replacement delivery. We assume no liability for damage and risks resulting from ordinary wear, incorrect treatment or excessive use of our products. Any further liability by us for potential further or consequential damages is excluded.

Reservation of Title: The products delivered by us remain our sole property until full payment by the customer. If requested by us, the customer shall provide full assistance to us with regard to safeguarding our ownership rights. The reservation of title does not affect the clause regarding the transfer of risk (see above).

Indemnity: We are not liable for damage to property or personal injury caused by our products after transfer of risk. In particular, we do not assume any liability for damage to the products manufactured by the customer. The customer shall hold us harmless, should we be held liable by a third party for damage caused by our products after transfer of risk.

Data Protection: We refer to our privacy statement which describes the handling of data by Ifanger AG.

Applicable law and Jurisdiction: The legal relationships between us and the customer are subject to the substantive laws of Switzerland. The application of the United Nations Convention for the International Sale of Goods is excluded. Any claims shall be exclusively referred to and determined by the courts in Uster, Switzerland.