



GCS – General Conditions of Sale*

The information published here by Outils Rubis SA (henceforth, "OR"), is indicative and for reasons of space, expressed in summary form.

*The GCS can be consulted at any time at www.rubis.ch

DATA PROTECTION: Data protection is fundamental to our company, and we are constantly taking care to ensure that your information is processed as securely and respectfully as possible in accordance with the standards of the DPA (Data Protection Act). As part of the processing of personal data, which is necessary for the conclusion or performance of a contract, OR may exchange or transmit data to authorities, banks, insurance companies and debt collection companies, in case they are needed as part of a credit check or for payment reminders.

PRICES: Price lists are available only upon request and will be delivered only after careful analysis of the requesting company's business purposes. Prices in the current price list are valid, as agreed upon. Unless otherwise mentioned, prices are approximate and do not include VAT and are for goods ex works. Any additional shipping costs will be charged to the customer. Purchases of reduced quantities of items, may be subject to additional charges.

WARRANTY: OR warrants the products in accordance with the Swiss Code of Obligations, according to EEC regulations and the characteristics stated in the relevant documentation published in our online catalog, i.e. whether it matches the description, is free of defects and suitable for the intended use. Upon purchase, or upon receipt of the ordered goods, the customer must check the products immediately and report any non-conformities directly to the seller. OR will only consider reports from its authorized dealers and will not accept direct complaints. Any compensation will be limited to the price of the goods supplied. Any disputes or complaints do not release the customer from the obligation to pay according to the terms of sale and payment. For proper maintenance of products, it is recommended to follow the directions posted on our online site. If the above directions are not followed, the warranty on the products will be void and we disclaim any liability on them.

WARRANTY EXCLUSIONS:

- **Misuse or Negligence:** the warranty does not cover any damage caused by misuse and not in accordance with the intended use or by lack of or inadequate maintenance/care.
- **Accidental Damage:** damage caused by shocks. The functionality of our products may be impaired if they suffer even slight impacts or bumps against hard surfaces.
- **Unauthorized Interventions:** the warranty does not cover any damage caused by tampering or repairs done by unauthorized personnel.

Outils Rubis SA

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Mail: info@rubis.ch

Visit us at

www.rubis.ch

www.rubistech.ch



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PRODUCTS-AVAILABILITY: Products in the online catalog are not always all available. You should inquire in advance regarding product availability and delivery terms. No responsibility is assumed for delays in delivery, whether these are attributable to the supplier, the carrier, or force majeure.

PRODUCTS-TECHNICAL SHEET: The technical information of the products featured and listed in the online catalog is approximate and due to space requirements, expressed in summary form. At the explicit request of the customer, OR reserves the right to provide or not provide additional information in digital format.

PACKAGING-SHIPPING-INSURANCE: The cost of packaging, shipping and any insurance explicitly requested by the customer are not included in the cost of the goods. In addition, these are not subject to reduction and are payable with the invoice.

TRANSPORTATION: In the event that the transported goods arrive damaged, the customer must report this immediately to the carrier, OR assumes no responsibility.

GOODS RETURNS: in principle, returns of any kind will not be accepted.

CONDITIONS OF PAYMENT: For existing accounts, unless explicitly agreed otherwise between the parties, invoices are payable strictly 30 days net, from the date of invoice, by reference data indicated on the invoice. No deductions are allowed. Any bank charges/fees shall be borne by the customer. After the payment deadline has expired, both late payment interest and a recall fee will be automatically due upon reminder. OR does not accept credit offsets. Goods will not be shipped until outstanding accounts are settled. For new customers, payment is strictly in advance for the first three orders with pro-forma invoice. Once 3 deliveries with valid payments are obtained, standard 30-day net payment terms are granted in most cases. In case of non-payment within the agreed term, the account will revert to the pro-forma prepayment basis.

PROPERTY RESERVE: As long as the goods have not been paid for in full, they remain the property of OR. OR may withdraw from the contract due to the buyer's default and demand the return of the goods. Any new orders will not be shipped until outstanding accounts are settled.

COURT OF JURISDICTION: The court of jurisdiction for any disputes will be Lugano. OR may, however, also act in the Courts of the customer's domicile or place of business.

November 2023

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Visit us at
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