
NEFF Präzision AG General Terms and Conditions of Business

1. Scope of application and contract conclusion

1.1 These General Terms and Conditions of Business (GTCs) will apply to all contracts between Neff Präzision AG (hereinafter referred to as "We" or "Us") and our customers (hereinafter referred to as the "Customer" or "You") for our manufacturing services.

1.2 Order placement: Orders will only be accepted by email to info@neff.ch and will only be binding upon our confirmation.

2. Order processing and delivery

2.1 Order confirmation: We will send You written confirmation once We have received your order by email. The contract will only be concluded upon said confirmation.

2.2 Delivery time frames: We will endeavour to adhere to the agreed delivery dates. However, many manufacturing processes are complex, and supplier delivery time frames may vary. This can result in unanticipated delays.

2.3 Quantity differences: Minor differences may arise in the quantity actually delivered, especially when dealing with large quantities. Typically, these differences should not exceed +/- 10% of the quantity ordered.

3. Quality and complaints

3.1 Quality commitment: We endeavour to manufacture our parts to the highest quality standards and comply with industry-standard quality guidelines.

3.2 Complaints: You are entitled to submit a written complaint via email within eight working days of receiving the delivery regarding any defects or quality issues. Please ensure that your complaint is clear and detailed.

3.3 Complaint resolution: In cases where complaints are justified, we will take reasonable measures to rectify the issue. At our discretion, this may involve a repair, replacement or refund.

4. Prices and payment

4.1 Pricing: Our service prices are detailed in our written quotation and are subject to change based on order volumes and raw material prices.

4.2 Payment terms: Payments will be due in accordance with the payment terms specified on our invoice. We reserve the right to charge default interest in the event of late payments.

5. Confidentiality and rights of ownership

5.1 Confidentiality: We will ensure the strict confidentiality of any CAD files and information You submit and will use the same for the sole purpose of processing your order.

5.2 Rights of ownership: We will retain rights of ownership over the manufactured parts until We receive payment in full.

6. Delivery & transfer of benefit and risk

6.1 Delivery periods will commence as soon as the contract is concluded. This is contingent upon the complete fulfilment of the contractual obligations by all contracting parties. Special deadlines must be agreed upon in writing.

6.2 For contracts, the benefit and risk will pass to the customer no later than when the consignments leave our factory. In the event that the customer delays the delivery, the goods will be stored and insured at the customer's expense and risk from that point in time.

7. Liability and limitation of liability

7.1 Liability: Our liability will be limited to direct damage only and will not extend to consequential damage or lost profit. Any additional claims, particularly claims for damages due to force majeure, are hereby excluded.

8. Amendments and termination

8.1 Amendments: Amendments to this agreement will require the written consent of both parties.

8.2 Termination: We reserve the right to terminate the contract in the event of a material violation of these GTCs or for other good cause.

9. Final provisions

9.1 Severability clause: In the event of individual provisions of these GTCs proving invalid, this will not affect the validity of the remaining clauses.

9.2 Applicable law and place of jurisdiction: This contract will be governed by Swiss law. The place of jurisdiction for all disputes under this contract will be the Neff Präzision AG registered office.

These GTCs form an integral part of our business relationship. You are welcome to contact us if you have any questions or uncertainties.

Neff Präzision AG

Mattsand 68

CH-3927 Herbruggen, Switzerland

info@neffag.ch

Last updated: 09.10.2023