

General Terms and Conditions

The German version of this General Terms and Conditions serves as a reference and is authoritative. In the event of any discrepancies in the translations, the German version shall always take precedence, as it is considered to be the most up-to-date and binding version.

Applicability and scope

The following General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relationships between Peka Metall AG (hereinafter referred to as "Peka", "us" or "we") and the customer (hereinafter referred to as "customer", "buyer" and "you") for products or goods purchased via our website www.peka.com (hereinafter "Online Shop").

The online shop is operated by:

peka-metall AG (CHE- 101.275.899)
Luzernerstrasse 20
6295 Mosen
Switzerland
T +41 41 919 94 00
F +41 41 919 94 10
peka@peka.com

Individual agreements concluded with the customer shall take precedence over these GTC. Conflicting terms and conditions of the customer shall not be recognised.

By placing a binding order for our products, the buyer agrees to the following terms and conditions as well as our privacy policy and declare that they are authorised to conclude legally binding contracts.

Peka reserves the right to amend these GTC at any time. All changes will become effective upon publication of the new GTC on the website. The relevant date for the applicability of the valid GTC when purchasing a product is the date of submission of the binding order.

Orders

The presentation of the products in the online shop does not constitute a legally binding offer, but merely a non-binding online catalogue or a non-binding invitation to customers to order the product in the online shop. Peka expressly reserves the right to change the products themselves as well as the content, e.g. images, range, prices and descriptions of the products offered, at any time and without prior notice. Illustrations, pictures, brochures, advertising and other information in connection with our products are for information purposes only and are not binding on Peka.

The customer can place a binding order for products via the online shop by placing selected products in the shopping basket. The order is only deemed to have been placed when the customer clicks on the "Order with obligation to pay" button at the end of the order process. All orders are binding and by submitting his order via the online shop, the buyer accepts all points of these GTC, including their terms and conditions of sale and delivery, as well as Peka's privacy policy. Our order confirmations, which are sent to the customer must be checked carefully and any discrepancies must be reported immediately.

By submitting the order, you confirm that you have read the GTC and agree to them without reservation. We recommend that you print out or save the GTC on your computer for the purpose of online ordering and your documentation.

After the customer has placed a binding order, Peka is free, at its own discretion, to either accept the order or reject it by sending a corresponding notification by e-mail and without assuming any liability towards the customer or third parties. Any payment already made will be refunded if the order is cancelled. Reasons for rejecting an order may include, for example, if a product is no longer available, if we are unable to obtain authorisation for the customer's payment or if there is reason to believe that the customer is acting in breach of these GTC, individual contracts, fraudulent or other criminal activities or for any other important reason.

Acceptance of the order creates a binding purchase contract with the customer. This acceptance takes place through the dispatch of the ordered products.

Availability and reservation of performance

The information on the availability, dispatch and delivery of a product is provisional in each case and represents approximate guide values. These are not binding or guaranteed dispatch or delivery dates. Liability for unavailable products or for delays in dispatch or delivery is expressly excluded. If, when processing your order, we discover that products are no longer being manufactured or that the products you have ordered are no longer available, we will inform you immediately and may suggest a replacement product or waive delivery. In this case, a contract for the unavailable products will not be concluded, as the ordered products cannot be delivered. However, you can accept our proposal for a replacement product, which will result in a valid contract for the replacement product.

Dimensions and customised products

The dimensions listed are in the order width x depth x height. We expressly reserve the right to make design and dimensional changes. We accept no liability for dimensional or printing errors in the sales documents. The pictures in the sales documents may differ from the item or set contents.

For customised products, we reserve the right to deliver up to 10% more or less than the quantity ordered.

Tools and equipment required to fulfil an order remain the exclusive property of Peka, even if they have been charged to the customer in whole or in part.

All agreements require written confirmation in order to be valid.

Prices and shipping costs

Our deliveries are invoiced at the prices according to the latest valid price list or offer. For orders placed via our online shop, the prices stated on the website include the statutory value added tax (VAT) of 8.1 %. Peka expressly reserves the right to change prices. The prices in the online shop are net prices in Swiss francs (CHF). Prices are offered in euros (EUR) by arrangement.

Postage and packaging will be charged additionally. Additional customs duties may be incurred for shipments to countries outside Switzerland. These are not included in the price and must be paid by the customer. The goods will be delivered subject to prepayment.

By placing a binding order, you agree to the total price for the products ordered. Once a binding order has been placed, the price can no longer be adjusted. The products ordered will be invoiced on the basis of the prices offered at the time of the binding order.

Price enquiries

For larger quantities, customised products and goods that we do not have in stock, we will be happy to provide you with a suitable offer in writing. The prices quoted in this offer are only binding if the specified quantity is purchased. Quoted prices are valid for 30 days from receipt of the offer.

Availability

peka attaches great importance to maintaining the availability information carefully and ensuring that it is as accurate as possible. However, delays in delivery may occur, particularly due to production or delivery bottlenecks. All information on delivery times is therefore without guarantee and may change at any time without notice.

Delivery conditions

Delivery is made from , Peka's location in Mosen, Switzerland, at the expense and risk of the customer. The location of Peka, Luzernerstrasse 20, 6295 Mosen, is deemed to be the place of delivery of the goods. The FCA (Free Carrier) clause of the Incoterms 2020 applies. Peka is authorised to make partial deliveries.

Delivery times

Delivery deadlines shall be adhered to wherever possible. Should, however, an unforeseen delay in delivery occur, this shall not entitle the customer to cancel the order or withdraw from the contract.

Terms of payment and default of payment

The customer receives the invoice with payment slip with the delivery of the goods. Our invoices are payable within 30 days in Swiss francs (CHF) or, by prior arrangement, in euros (EUR) with written confirmation.

The goods are delivered subject to advance payment.

If a customer fails to fulfil its payment obligations in whole or in part, all outstanding amounts owed by the customer to peka shall become due immediately.

The delivered goods remain our property until full payment has been made.

Peka may charge a collection fee of at least CHF 50 from the 3rd reminder and reserves the right in future to deliver the goods only against advance payment. Peka also reserves the right to assign the claim to a debt collection agency and to charge an additional processing fee of at least CHF 200.

Complaints

The consignments must be checked for correctness, completeness and any damage immediately upon receipt. Defects and complaints can only be accepted within eight days of receipt of the goods. Defects that could not be discovered during a proper inspection or are only discovered later must be reported in writing immediately after their discovery. If the defect is not reported immediately, the goods are deemed to have been approved and the customer is no longer entitled to assert claims against Peka. Peka may demand that defective parts be sent by the Contractual Partner to peka at the Contractual Partner's risk and expense. In particular, Contractual Partner shall not be entitled to rectification of defects on site. All removal and installation costs shall be borne by the contractual partner itself. Defects in parts of a delivery shall not entitle Contractual Partner to reject or return the entire delivery.

Liability

Peka shall be liable in the event of a breach of our own obligations under these GTC and the contractual relationships based on them for damages caused and proven by us through unlawful intent or gross negligence. Liability for slight and medium negligence as well as for indirect and consequential damages, whether based on contract, tort or any other reason, is expressly excluded.

Indirect damages include, for example, loss of profit, financial loss, damage to reputation or loss of data due to temporary impairments or interruptions to the availability of Peka's services. Furthermore, Peka accepts no contractual or non-contractual liability for damages caused by auxiliary persons who are used to provide the service.

The above exclusions and limitations of liability shall not apply in the event of culpable injury to life, limb or health caused directly by Peka or in the event of mandatory statutory provisions, including the provisions of the Product Liability Act.

Subject to the foregoing, the total liability under these GTC is limited to the price of the goods that the customer has ordered from us, irrespective of the reason and to the extent permitted by law.

If an event occurs that is beyond our influence and control (so-called force majeure), we assume no liability or responsibility for the non-fulfilment or delayed fulfilment of any obligations arising from these GTC and the contractual relationship based on them. An event beyond our control exists, for example, in the following cases:

In the event of strikes, lockouts or other industrial action by third parties, invasions, terrorist attacks, war, fire, explosions, storms, floods, earthquakes, epidemics, pandemics, other natural disasters, or the failure of public or private communications networks or the inability to use rail, shipping, air, motor vehicle or other means of public or private transport.

Should an event beyond our control occur that affects the fulfilment of our obligations under the contract, we will inform you as soon as possible.

Guarantee / Warranties

Peka warrants that the goods correspond to the warranted characteristics and have no defects that impair their value or suitability for the intended use.

The statutory warranty provisions against manufacturing/material and production defects apply. The warranty period is two years from receipt of the product. Products that have been damaged due to the buyer's own fault, e.g. due to improper transport or installation are excluded from the warranty.

For goods with hidden material or design defects, the two-year warranty period from the date of delivery shall always apply. The customer's warranty claims are limited to rectification of defects or replacement delivery. We reject any further claims for damages. Peka decides at its own discretion on replacement delivery or rectification of defects.

Furthermore, the warranty shall only be provided if there are no grounds for exclusion such as normal wear and tear, damage due to incorrect manipulation, faulty assembly, tampering and manipulation as well as external circumstances such as damage caused by the elements, falling and impact damage, etc.

Spare parts

No guarantee is given for the availability of spare parts. However, spare parts or equivalent replacements are generally available for 5 years.

Right of return

The buyer can return products up to a value of CHF 2,000 within 30 days of receipt of the goods, complete and undamaged and in their original packaging to. The costs for the return shipment shall in any case be borne by the buyer. The return period of 30 days begins on the day after receipt of the goods. The return period is deemed to have been met if the goods are handed over to the post office or another transport company for dispatch on the last day of the period.

Returns after more than 30 days can only be accepted or refunded by prior agreement. Customised products and goods that we do not have in stock cannot be returned.

If the goods are returned correctly, we will refund the total price to the customer within one month of receipt and inspection of the goods. Credit notes can be offset. Any refund will be based on the payment method originally used and will always be made to the corresponding account used for payment, unless expressly agreed otherwise with you. We reserve the right to reduce the amount of the credit note accordingly to cover expenses and repairs.

There is no right of return for custom-made products or for products that have been customised according to the customer's specifications and are clearly tailored to the customer's needs.

Property rights

The information and content published on the website are protected by copyright and is the property of Peka. Reproduction, editing, distribution or any other form of utilisation requires our prior written consent. Peka expressly reserves all rights in this respect.

We also expressly point out that property rights (patents, trademark and design rights, copyrights and design protection etc.) have been granted or registered for our products.

Data protection

We undertake not to sell your personal data collected during the ordering process to third parties and to process it only in accordance with the statutory provisions, in particular the Swiss Data Protection Act and the GDPR. All personal data will of course be treated confidentially. The data required for business transactions will be stored for the duration permitted by law. The provisions of our privacy policy, which is an integral part of these GTC, apply.

Severability clause

Should any provision of these GTC be or become illegal, invalid or unenforceable, this shall not affect the validity of the remaining provisions. Unless otherwise agreed, the invalid provision shall be deemed to be replaced by a valid provision that reflects the economic purpose of the provision and the intention of the parties at the time the contract was concluded as far as possible. The same applies to any loopholes in these GTC.

Applicable law

The provisions of Swiss law, excluding the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG), shall apply exclusively to these GTC, the contractual relationships based on them and any disputes.

Place of jurisdiction

The place of jurisdiction for natural persons is the registered office of Peka in CH-6285 Hitzkirch, Switzerland or at the customer's place of residence. For legal entities, the exclusive place of jurisdiction is Peka's registered office.

These provisions shall only apply insofar as there are no mandatory provisions of the law of the country in which the consumer/customer has his habitual residence which take precedence over these GTC.

Mosen, January 2024