



Fibers for Life.

# General Terms and Conditions of Sale





## 1 Scope of Application, Conclusion of Contract

- 1.1 These General Terms and Conditions of Sale apply to all business relationships between JRS Schweiz AG and customers ("Buyer") (JRS Schweiz AG and the Buyer hereinafter referred to individually as a "Party" or collectively as the "Parties").
- 1.2 Offers, deliveries, and services provided by JRS Schweiz AG are governed exclusively by these General Terms and Conditions of Sale in the version valid at the time of the Buyer's order, unless otherwise expressly agreed in writing between the Parties. They also apply, in the then current version as amended, to all future business relationships between the respective Parties, even if they are not expressly agreed upon again. The Buyer's general terms and conditions that conflict with our Terms and Conditions of Sale shall apply only to the extent that we have expressly agreed to them in writing. This requirement for consent shall also apply if the Buyer refers to its general terms and conditions in the context of the order and we have not expressly objected to them.
- 1.3 Offers are subject to change. All orders and contracts, as well as all transactions concluded by agents, become binding only upon our written order confirmation or upon execution, unless otherwise agreed in writing.
- 1.4 Additions, verbal side agreements, quality specifications, warranties, and subsequent amendments to the contract are only valid if confirmed by us in writing. This also applies to statements made by our employees and other vicarious agents.

## 2 Prices

- 2.1 Prices are quoted in EUR or CHF ex works, excluding packaging, freight costs, and value protection charges, unless expressly agreed otherwise.
- 2.2 In the context of a sale involving shipment, the Buyer is responsible for the shipping costs from the warehouse and the cost of any shipping insurance requested by the Buyer. The Buyer is also responsible for any customs duties, fees, taxes, and other public charges.
- 2.3 All prices are exclusive of statutory value-added tax.
- 2.4 The current prices of JRS Schweiz AG as amended at the time of the order shall apply.

## 3 Terms of Payment

- 3.1 Unless otherwise agreed, payments must be made within 30 days of the invoice date without any deductions.
- 3.2 **Upon the expiration of the payment period without payment, the customer shall be in default without a reminder and shall owe default interest at a rate of 5% p.a. from the first day of default.**
- 3.3 The withholding of payments by the Buyer or the set-off against counterclaims is only permissible if such counterclaims have been acknowledged in writing by JRS Schweiz AG or have been legally established and are based on the same contractual relationship.
- 3.4 **All claims of JRS Schweiz AG become immediately due in the event of the Buyer's default in payment or upon the occurrence of insolvency, over-indebtedness, the opening of bankruptcy proceedings, the granting of a (provisional) moratorium, liquidation, the approval of a composition agreement, or similar proceedings concerning the Buyer. In all such cases, we are also entitled to make any outstanding deliveries only against advance payment or the provision of security and, if the advance payment or security is not provided within two weeks, to withdraw from the contract without setting a new deadline. Further claims remain unaffected.**

## 4 Delivery

- 4.1 Unless otherwise expressly agreed in writing, we deliver ex works from the JRS Group company applying these terms and conditions. The contracting party is JRS Schweiz AG.
- 4.2 Delivery deadlines are considered agreed upon only after express written confirmation by JRS Schweiz AG. Delivery periods begin on the date of our order confirmation, but not before all details of the order have been fully clarified and any necessary certificates have been provided. They shall be deemed met upon our timely notification of readiness for shipment if the goods cannot be shipped on time through no fault of our own.
- 4.3 For deadlines and dates that are not expressly designated as firm in the order confirmation, the Buyer must set us a reasonable grace period for delivery or performance two weeks after their expiration. We shall only be deemed to be in default upon expiry of such grace period.
- 4.4 Deadlines and dates shall be extended, without prejudice to our rights arising from the Buyer's default, by the period during which the Buyer fails to fulfill its obligations towards us. In the event of a breach of duty on our part, we shall be liable for damages only in accordance with Section 8 of these Terms and Conditions.
- 4.5 We are entitled to make partial deliveries and provide partial services provided that these are reasonable for the Buyer.
- 4.6 Delays in delivery caused by force majeure or events that significantly impede or render delivery impossible—including, but not limited to, operational disruptions, strikes,

official orders, natural disasters, epidemics, pandemics, or global shortages of raw materials—shall release us from the obligation to meet agreed-upon delivery deadlines. We shall notify the Buyer immediately upon the occurrence of such impediments. If a delayed delivery cannot be made even within the newly announced delivery period due to the unavailability of the service, we are entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already provided by the Buyer (in the form of payment of the purchase price).

## **5 Shipping, Packaging**

- 5.1 Unless otherwise agreed in the contract, we reserve the right to determine the method of shipment (packaging, shipping route, carrier).
- 5.2 The packaging is specified in the order confirmation. Packaging provided on loan must be returned freight prepaid to the address of the supplying plant within 4 weeks; otherwise, the Buyer will be charged for it.

## **6 Retention of Title**

- 6.1 All delivered goods remain our property (reserved goods) until all claims, regardless of their legal basis, arising from the business relationship underlying the delivery have been fulfilled.
- 6.2 We are entitled to make a corresponding entry in the retention of title register.
- 6.3 Prior to the transfer of ownership, pledging, transfer by way of security, processing, or alteration is not permitted without our express written consent.

## **7 Warranty**

- 7.1 If the goods are in a condition that is visibly poor from the outside, the Buyer must record this on the delivery note.
- 7.2 The Buyer must inspect the product immediately upon receipt, particularly before processing. Apparent defects must be reported to us in writing within one week (7 days) of receipt of the product; hidden defects within one week (7 days) of discovery. The Buyer's rights regarding defects exist only to the extent that the Buyer has fulfilled their obligation to inspect and give notice of defects.
- 7.3 **In the event of defects reported in a timely manner, the Buyer is entitled exclusively to replacement or delivery of defect-free goods of the same type, or to a price reduction. The nature of the warranty claim (replacement or price reduction) is at the sole discretion of JRS Schweiz AG. The Buyer's right to rescind the contract is expressly excluded. JRS Schweiz AG's liability for damages is governed exclusively by Section 8 of the General Terms and Conditions of Sale. In the event of alleged defects, the Buyer must, upon request, hand over the item for which a defect has been claimed to us for inspection purposes. In the event of replacement, the Buyer must grant us the necessary time and opportunity; in doing so, we shall bear only the costs necessary for the purpose of replacement. In this case, the Buyer must return the defective item to us.**
- 7.4 The Buyer's warranty claims under this Section 7 expire two years after delivery to the Buyer.
- 7.5 As a general rule, the quality of the goods is limited to that described in the product descriptions, specifications, and data sheets. Public statements, promotional claims, or advertising do not constitute statements regarding the quality of the purchased item.
- 7.6 A warranty is provided exclusively in writing and is identified as such. The statement sets forth the terms of the warranty and the essential information required to make a claim under the warranty, in particular the duration and geographical scope of the warranty coverage.

## **8 Liability**

- 8.1 **In the event of a breach of contractual obligations, defective delivery, or tort, we shall be liable for damages—subject to further contractual or statutory liability requirements—only in cases of intent, gross negligence, or slightly negligent breach of a material contractual obligation. However, in the event of a slightly negligent breach of a material contractual obligation, our liability is limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract, but in any case to an amount not exceeding twice the order total.**
- 8.2 **Liability for indirect and unforeseeable damages, loss of production and use, lost profits, lost savings, and financial losses due to third-party claims is excluded in cases of slight negligence—except in cases of injury to life, limb, or health.**
- 8.3 **Liability for products manufactured and placed on the market by the Buyer is expressly excluded.**
- 8.4 **The disclaimers and limitations of liability set forth in Section 8.1 do not apply in the event of fraudulent concealment of a defect, in the event of damages resulting from injury to life, limb, or health, or in the event of mandatory liability under the Product Liability Act.**

8.5 **The exclusions and limitations of liability pursuant to this Section 8 also apply to the personal liability of JRS's employees, workers, representatives, officers, and agents.**

## **9 Miscellaneous**

9.1 The Buyer is not entitled to assign its contractual rights, in whole or in part, to third parties without our written consent.

9.2 **The place of jurisdiction for all disputes arising from this contract is the respective registered office of JRS Schweiz AG.** The substantive law of Switzerland applies, excluding the conflict-of-laws provisions of Swiss private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

9.3 Standard commercial clauses shall be interpreted in accordance with the applicable Incoterms®.

9.4 Should any provision of these Terms and Conditions of Sale be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall automatically (without further negotiation by the parties) be replaced by a valid and enforceable provision whose effects most closely approximate the economic purpose of the invalid or unenforceable provision.

9.5 To the extent that these General Terms and Conditions require the written form for validity, this requirement is also satisfied by notifications in text form (in particular, email) except in case of declarations by JRS Schweiz AG or its employees, agents, contractors or similar pursuant to sec. 1.4, 3.3 and 7.6 of these General Terms and Conditions .

9.6 These General Terms and Conditions are available in German, English, and French. In the event of any discrepancies or contradictions between the language versions, the German version shall prevail.