



1. General/Scope

These General Terms and Conditions of Business (hereinafter called "the GTC") regulate the business conditions and performances between *Pacojet AG* (hereinafter called "*Pacojet*") and its Customers. A Customer is defined as being whosoever has concluded a purchase agreement with *Pacojet*.

Upon ordering products from our product range, the GTC shall be deemed to have been accepted. Deviating provisions must be approved by *Pacojet* in writing in order to be valid.

2. Offer

The offers made by *Pacojet* can be viewed on its homepage and are non-binding. The offers made by *Pacojet* are subject to change and are not binding offers. In particular, price and product range changes remain reserved.

All product information, such as photos, specifications, accessory designations etc. are provided without warranty and do not constitute warranted characteristics. Of relevance are only the valid specifications at the time of delivery.

The product descriptions, pictures and textual data derive from *Pacojet* and are subject to the exclusive right of utilisation of *Pacojet*.

Pacojet does not assume any liability for the content of external homepages or for the homepages of linked retailers.

3. Contractual conclusion

The offers made by *Pacojet* constitute a non-binding invitation to the Customer to order goods from *Pacojet*. By sending his order on the *Pacojet* homepage, and by simultaneously recognising these GTCs, the Customer shall place a legally binding offer to conclude an agreement. The agreement shall become legally established when *Pacojet* accepts the offer by means of an order confirmation by e-mail or fax.

Confirmed orders may no longer be cancelled or amended by the Customer without the written consent of *Pacojet*.

The agreement shall be concluded subject to the explicit availability of the ordered product.

4. Prices

All prices of *Pacojet* are shown ex works in CHF, excl. value added tax.

Auxiliary costs such as forwarding and packaging costs, customs and insurance costs, as well as surcharges in accordance with the selected means of payment shall be additionally charged and shown separately.

The forwarding costs are dependent upon the quantity of the ordered goods, as well as the forwarding type and the place of delivery, and shall be reported to the Customer before the binding order is placed.

Pacojet may amend prices at any time and without advance notification. Once a new price list has been published, the previously published prices shall no longer be valid. The price shall be determined as at the time of the placement of the order.

The sales prices do not include any consultancy and support performances.

Technical amendments, mistakes, spelling and printing errors remain reserved.

5. Delivery deadlines and terms and conditions of delivery

The delivery periods specified by *Pacojet* are guide values and are not binding. If it is not possible to adhere to a delivery period, then the Customer shall be entitled, following the expiry of a period of grace of 30 days imposed by the Customer in writing, to withdraw from the order. However, the Customer shall not be entitled to claim compensation.

Pacojet may cancel confirmed orders on the grounds of external circumstances beyond its control, without this resulting in costs.

Pacojet is entitled to make partial deliveries and may commission different transport companies to perform deliveries and partial deliveries.

6. Product check by the Customer

The Customer undertakes to check the delivered goods without delay following receipt in terms of accuracy, functional capability, completeness and absence of damage, and must report any possible complaints within 10 calendar days to *Pacojet* in writing, specifying the grounds for the complaint (if necessary with photographs). Failure to do so shall cause the defect rights to lapse, meaning that only concealed defects shall be recognised.

Concealed defects must be reported to *Pacojet* in writing without delay following their discovery, although at the latest within 48 hours.

In the event of justified complaints issued within the specified deadlines, *Pacojet* shall be entitled to choose either to provide a replacement delivery or to reimburse the purchase price in return for taking back the goods.

In the event of complaints, all parts of the original packaging must be retained.

7. Guarantee and return

Pacojet grants a one-year guarantee effective from the date of delivery on machines delivered by it directly to its Customers, although not on other products.

The invoice shall constitute the guarantee certificate and must be kept in a safe place.

The guarantee covers manufacturing and material faults that occur during normal use and maintenance. It encompasses the free repair or replacement of the item of equipment.

The decision to repair or to replace an item of equipment shall lie with *Pacojet*.

In the event of the replacement of an item of equipment, the guarantee period shall not commence anew. A substitute item of equipment may be provided for the duration of the repair works, insofar as the necessity for this is recognised by *Pacojet*. However, there shall not be any entitlement to this.

Excluded from the guarantee is damage caused by natural hazards, moisture damage, damage caused by impacts or falls, natural wear, improper handling, damage caused by external effects, as well as interference in the product or its modification, and the installation of non-original parts.

Also excluded from the guarantee are wearing and housing parts.

It is essentially the case that there is no entitlement to return the goods. In exceptional cases, however, delivered goods may be returned following the written consent of *Pacojet*.

The goods must be returned in their original packaging, complete with all accessories and also enclosing the sales receipt. This must be performed at the cost and at the risk of the Customer. Return consignments which have not been approved by *Pacojet* shall not be accepted.

8. Exclusion of liability

Pacojet excludes all liability, insofar as this is permitted by law. This liability exclusion applies specifically, although not exclusively, to direct damage or consequential damage caused by the deployment of the product acquired by the Customer to the Customer himself or to a third party, as well as for loss of earnings or other pecuniary damages. In the event of a liability claim, the liability sum shall furthermore be limited to the value of the goods.

9. Repairs

In the event of a repair, the Customer must contact the designated *Pacojet* Service Centre directly. Repairs may not be sent to *Pacojet*, unless *Pacojet* has agreed to such a procedure in advance in writing.

In the event of repairs nevertheless being wrongly sent to *Pacojet*, the Customer shall be charged a flat-rate administrative fee of CHF 75.- in addition to any possible incurred repair and consignment costs.

The items of equipment must be sent together with all accessories in the original packaging. If the original packaging is lacking, then the items of equipment must be properly packaged for transport. In the event of damage caused by inadequate packaging, the Customer shall be exclusively liable.

The forwarding costs shall be borne by the Customer.

In the event of the return of articles which are not clean, the Customer shall additionally be charged for the incurred cost of cleaning.

10. Means of payment, terms and conditions of payment and payment default on the part of the Customer

Pacojet may at its own discretion choose to accept payment in advance, credit card or debit card, and invoice sale as means of payment.

In the case of direct payment, for example by credit card or debit card, the data shall be transmitted in encrypted form.

The payment terms and conditions are the terms and conditions specified in the order confirmation.

In the event of an invoice purchase (in Switzerland), the invoice shall be issued as at the time of the delivery. The invoice must be settled without deductions within 20 days.

If the Customer fails to meet the payment deadline when buying on account or when using a credit or debit card, *Pacojet* shall be entitled to grant the Customer a grace period of 10 days, and in the event of a renewed failure to pay the full amount within this grace period shall be entitled to withdraw from the purchase agreement without delay and to demand the return of goods that have already been delivered.

In the case of credit or debit card purchases, the respective sums shall be charged as at the time of the order.

In the case of a purchase involving payment in advance, the invoice must be settled with a due date of 30 calendar days. In other respects, *Pacojet* shall be entitled to cancel the order with immediate effect.

If cash discounts have been expressly agreed and are cited on the invoice, then these shall only be considered permissible if the payment is made within the stipulated cash discount period.

Pacojet may exclude individual means of payment, without specifying reasons, in general or for individual Customers.

New Customers and non-domestic Customers may only order by means of advance payment.

In the event of payment default, *Pacojet* may demand dunning fees of CHF 50.- from the Customer from the time of the second reminder onwards, along with additional collection costs.

11. Reservation of title

The ordered goods shall remain the property of *Pacojet* until they have been paid in full. *Pacojet* is entitled to make a corresponding entry in the proprietorship register. Prior to the transfer of ownership, pledging, transfer by way of security, processing or alteration shall not be permitted without the express approval of *Pacojet*.

12. Data protection

Pacojet is committed to protecting the personal data of its Customers. *Pacojet* informs the Customer that the data collected within the conclusion of the contract will be collected, processed and used to fulfil the obligations arising from the purchase contract.

The data required for the rendering of services can only be passed on to commissioned service partners (logistic partners) or other third parties within the scope of this contract fulfilment.

For further information about the rights of Customers regarding their data, please refer to the privacy policy of *Pacojet* (<https://pacojet.com/en/privacy-policy/>). The processing of the data complies with all applicable data protection regulations including the General Data Protection Regulation of the European Union.

13. Place of jurisdiction and applicable law

In the event of disputes, Swiss law shall be exclusively applicable. The UN Sales Convention shall be explicitly excluded. The exclusive place of jurisdiction for all disputes is Zug / Switzerland.

Effective: 25 May 2018

Subject to change without notice.