

# Terms and Conditions Lascaux Colours & Restauero AG, CH-8306 Brüttisellen

Release 2021/04

## 1 General, Coverage

1.1 The following Terms and Conditions (hereinafter 'Terms') determine the contractual relations between Lascaux Colours & Restauero, Barbara Diethelm AG (hereinafter 'Lascaux') and any natural or legal person purchasing products or services listed in Lascaux's printed catalogue (hereinafter 'Purchaser') by letter, fax, email, telephone or order form. By submitting an order these Terms are considered accepted. Conflicting or diverging conditions set by the Purchaser are only applicable when Lascaux has acknowledged such conditions in written form.

1.2 Lascaux reserves the right to modify the Terms at any time. The version valid at the conclusion of contract is applicable.

1.3. The newest updated version of the Terms is to be found under [www.lascaux.ch](http://www.lascaux.ch).

## 2. Prices

2.1 All prices indicated are quoted in Swiss Francs (CHF), exclude VAT, are ex works, exclude shipping for deliveries abroad as well as duty and tax. Costs for import procedures and duty fees are at the expense of the Purchaser.

2.2 The prices are subject to change without notice and subject to prior sale.

2.3 Lascaux' current updated price list is applicable.

2.4 Lascaux reserves the right to adapt prices without prior notice.

2.5 Restauero products are not discountable, the listed prices are net final prices. Upon request resellers will receive a respective net price list.

2.6 Minimum amounts: for small deliveries below CHF 100.00 a surcharge of CHF 20.00 applies.

2.7 For customised items a production surcharge of 150.00 will be imposed, work will be charged according to effort. For more elaborate consulting services we charge CHF 120.00 per hour.

## 3. Terms of Payment

3.1 First order against prepayment, following invoices are payable within 30 days of the issuing date.

3.2 Lascaux reserves the right to demand prepayment.

3.3 In the event of payments not being settled in time, Lascaux reserves the right to charge default interest and service fees amounting to 8 per cent.

3.4 For overseas deliveries or deliveries to countries outside Europe 100 per cent prepayment will be charged.

3.5 Bank transfer charges are at full expense of the Purchaser. Please tick the appropriate on the payment transaction document.

## 4. External Influences Relevant to Price

4.1 If without actual fault Lascaux needs to compensate for extra expenditures for the delivery of ordered goods unknown at conclusion of contract, then the amount spent for such expenditures is fully at the expense of the Purchaser. This applies for instance to expenditures owing to regulatory and official procedures (change of tariffs, taxes, fees, official certifications etc.).

## 5. Delivery Time, Delay of Delivery, Delay of Acceptance

5.1. Delivery is effectuated by shipping the goods to the address provided by the Purchaser. The invoicing address and the delivery address need not be identical.

5.2 Information regarding the delivery period is non-committal. Lascaux will assume no responsibility for delays in delivery.

5.3 Shipping is usually carried out within 3 to 5 work days upon arrival of the order confirmation at the Purchaser. Delivery periods and dates are only committal if and when expressly confirmed as committal by Lascaux in writing.

5.4 If a product is not available at the time of ordering, the client will be informed about this. Undeliverable products are not held in delay and delivered at a later time. It is in the responsibility of the Purchaser to reorder such products later.

5.5. For technical reasons it may occur that an order is distributed among several parcels.

5.6 In cases of compromised delivery due to force majeure such as natural events, official measures, delayed or erroneous subcontracting, war, upheaval, industrial conflict, substantial disruption of operations, epidemics et al., delivery and service periods will be delayed by a reasonable period.

5.7 If the delivery handicap consists for more than three months then both parties have the right to void the contract.

5.8 If the goods cannot be delivered to the Purchaser at the indicated address, the Purchaser owes Lascaux a service fee amounting to CHF 40.00 (per order) for efforts arising from the inability to fulfil the delivery.

## **6. Transfer of Perils, Transport, Acceptance, Dangerous Goods**

6.1 Delivery is carried out on account and risk of the Purchaser. The danger of destruction, loss or damage of ordered goods passes over to the Purchaser with delivery to the first freight carrier or, in case of collection by the Purchaser, with provision of the goods.

6.2 If delivery or acceptance is delayed or disrupted due to conditions beyond the reach and responsibility of Lascaux, the peril is transferred to the Purchaser from the day of notification of readiness for delivery or provision.

6.3 The choice of delivery method and route lies in the judgement of Lascaux. Lascaux cannot be held responsible for selecting the cheapest or fastest delivery terms.

## **7. Freight Costs**

7.1 Within Switzerland Lascaux delivers from CHF 500.00 net invoicing amount charge free and packaging included to the point of receipt. For net invoicing amounts lower than CHF 500.00 the Purchaser will be charged CHF 10.00 for shipping. This does not apply for MasterPak shipping boxes, for which freight costs are calculated and billed according to volume weight, means of transport, and destination.

7.2 Overseas and non-European countries: Delivery is carried out CPT (Incoterms 2010) if not expressly agreed otherwise. Shipping will be charged separately.

7.3 Products marked with \*\* are classified as dangerous goods. Their transport is subject to particular legal regulations.

Dangerous goods are usually delivered abroad free of charge from CHF 500.00 net order amount. Overseas orders are delivered by sea freight. Additional fees may be charged for delivery outside Switzerland.

## **8. Defects Liability/Notice of Defects**

8.1 The Purchaser is obliged to inspect the goods immediately upon delivery.

8.2 Overt defects in the goods or delivered amounts must be reported to Lascaux within 5 working days in writing, for covert defects this period is limited to 6 months upon delivery.

8.3 If the notice of defects is justified and presented timely, Lascaux has the right to supply a replacement delivery. Abatement or replacement of the immediate damage is excluded as far as legally admissible.

8.4 Goods from deliveries that have been supplied in due form may not be returned.

8.5 If Lascaux authorises the return consignment the Purchaser must cover the freight fees.

8.6 If impeccable goods are returned Lascaux will charge a service fee.

8.7 After expiration of 24 months all claims the Purchaser may have due to defects will be time-barred. The limitation period for defects begins with the transfer of the goods (transfer of perils).

8.8 Misspellings in orders, erroneous choice of products, false order amounts or other defects due to errors by the Purchaser during the submission of an order are excluded from Lascaux' liability.

## **9. Disclaimer**

9.1 Lascaux can exclusively be held liable for damages based on breach of duty, gross negligence or wilful intent.

9.2 The maximum damage sum is limited to the amount corresponding to the purchasing price of the respective delivery.

9.3 Lascaux can neither be held liable for pure financial losses nor consequential damages and/or reflex damages.

## **10. Data Protection**

Our data protection practices are consistent with the European Union General Data Protection Regulation (GDPR). Further information regarding data protection are to be found under [www.lascaux.ch](http://www.lascaux.ch).

## **11. Property**

11.1 All goods delivered by Lascaux including packaging remain property of Lascaux until final settlement of our total receivables.

11.2 If delivered goods that are still under reservation of title are resold, the Purchaser surrenders his demands towards the third party to Lascaux. This demand terminates with full settlement of Lascaux' receivables.

## **12. Severability Clause**

12.1 Should any section of these terms prove invalid the remaining rulings of the contract will continue to apply.

12.2 The invalid ruling shall be replaced by the applicable legal regulations.

## **13 Applicable Law, Legal Venue**

13.1 This legal relation all disputes arising from this legal relation are subject to material Swiss Law excluding the UN-Convention on Contracts for the International Sale of Goods (CISG).

13.2 The legal venue and place of fulfillment is Brüttisellen. Lascaux, though, is entitled to file a suit in the jurisdiction of the Purchaser's headquarters if they so wish.