

General Terms and Conditions

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Scope

The general terms and conditions (hereinafter referred to as "GTC") apply to all orders placed and contracts concluded (hereinafter referred to as "order"). By using the services of Air-O-Clean AG (hereinafter referred to as "Airoclean") you accept the following conditions unchanged and in full. Provisions deviating from these terms and conditions are only valid if these deviations are recorded in writing.

Airoclean reserves the right to change the terms and conditions. The version of the General Terms and Conditions applicable at the time of the order is decisive and cannot be unilaterally changed for this order.

Should a provision of this contract be / become ineffective or the contract contains a loophole, the legal validity of the remaining provisions remains unaffected (severability clause).

Offer

An offer made is aimed exclusively at the listed natural or legal person. This is not transferable to third parties. Airoclean reserves the right to refuse orders from third parties. It is imperative to request your own offer, as some conditions (prices, availability, etc.) may have changed in the meantime.

Confidentiality

All images, drawings, calculations, offers and other documents created by Airoclean remain its property and may not be reproduced, made available to third parties or used commercially without written consent. If the offer is not taken into account, all documents created by Airoclean must be returned or destroyed without being asked. Airoclean reserves all property rights, copyrights, other industrial property rights and rights from know-how.

Price

The prices are in the listed currency. This can be Swiss francs or euros, excluding value-added tax (VAT), excluding postage and packaging.

The decisive factor is the price and VAT on the offer within the validity period.

Ordered chargeable additional services such as delivery, commissioning, assembly, construction and maintenance costs, etc. are listed separately on the invoice.

Discount

Discounts granted on certain contract items are the result of an individual calculation. As such, the specific discounts are tied to the quantities and items agreed in the contract.

Orders

An order is considered an offer to Airoclean to conclude a contract. This can be done orally or in writing. The buyer is obliged to provide all information required during the ordering process completely and correctly.

If the goods are available from stock, they will be delivered to customers without further information.

If the goods cannot be delivered from stock, or if the customer explicitly requests a special delivery date, the customer will promptly receive an order confirmation that documents that the order has been received by Airoclean and stating a delivery date.

Customers can only add to or cancel the order until the goods have been dispatched. If the goods are specially made for customers, cancellation is no longer possible and the order is binding.

Only in special cases, after shipment, and only with the express consent of Airoclean, can an accommodating return take place. However, the resulting postage, packaging, delivery and handling costs still have to be borne by the customers.

Airoclean is free to refuse orders in whole or in part without giving reasons or in the event of default in payment. In this case, the customer will be informed and any payments already made will be refunded. Further claims are excluded.

Conclusion of contract

A contract is only concluded when the order is processed by Airoclean.

Delivery

Delivery times

The expected delivery time span can be seen in the offer. The specification of an exact delivery time within the delivery time range is possible with consultation.

Temporal deviations are possible. The dates will be postponed appropriately if obstacles occur that are beyond the control of the seller, such as natural disasters, accidents and illness, significant operational disruptions, labor disputes, late or incorrect deliveries and official measures. Any claims for damages and other claims by customers are excluded.

As a rule, no deliveries are made on Sundays and official national or cantonal public holidays.

Delivery costs

The delivery costs are listed as an additional item on the invoice. These can vary depending on the type, quantity, weight and method of delivery and the selected transport organization.

Liability

In the event that a delivery is not delivered due to a loss by the transport organization, Airoclean is obliged to follow up on the whereabouts. Airoclean strives to deliver to customers as quickly as possible.

Guarantee

Airoclean guarantees the quality and durability of the devices and systems (hereinafter referred to as "products").

Defects and malfunctions for which the seller is not responsible, such as natural wear and tear, force majeure, improper handling, interference by the buyer or third parties, excessive use, unsuitable equipment or extreme environmental influences are excluded from the guarantee.

If the compliance with these conditions is proven by the customer, Airoclean takes over the legal regulation of 2 years from delivery, the guarantee that the ordered devices are free from defects. Attachments are explicitly excluded here. There is only a 1 year warranty.

This can be extended to 2 years if Airoclean service is carried out after 12 months or an annual maintenance contract has been agreed with Airoclean. The performance of the systems is significantly influenced by regular maintenance.

Airoclean can provide the warranty either through repair, partial or complete replacement with an equivalent product, credit up to a maximum of the sales price at the time of the order, or a reduction.

There is no general right to return defect-free and correctly delivered devices and systems. The guarantee is explicitly excluded for products which were ordered by mistake.

If the customers resell the products, they are responsible for compliance with domestic and foreign export regulations. If the customer changes the resold products, they are liable for the resulting damage to the seller, the buyer or third parties.

Notification of defects

If products are delivered with obvious damage to the packaging or the contents, the customer must immediately complain to the delivery man and refuse to accept them, irrespective of their warranty rights. The customer is obliged to have a damage confirmation message from the delivery man handed over to them. All transport damage must also be reported to Airoclean immediately.

It is also the responsibility of the customer to check the ordered products for correct condition, function and completeness immediately upon receipt. Airoclean must be notified of any defects or deviations from the order on the day of delivery either by telephone or by email. After that, only hidden defects can be asserted, which must be reported to Airoclean immediately after they are discovered. Airoclean reserves the right to request proof of the defect.

Payment options

Payments must be made in the currency specified on the invoice. As a rule, a payment term of 20 days net is provided for this, unless a different target has been agreed and stated on the invoice.

Airoclean reserves the right to request payment of invoices in third payments. These are to be paid as follows:

- 1/3 of the total amount when placing the order
- 1/3 of the total amount upon delivery of the devices
- 1/3 of the total amount upon commissioning or after receipt / acceptance of the devices

Delivered products remain the property of Airoclean until all claims by Airoclean against the customers have been settled in full. Customers are obliged to insure all items against theft, damage and destruction for the duration of the retention of title.

Rental and test devices / systems

Rental devices

Existing rental devices can be rented and used properly by arrangement. Use is billed on a daily basis according to specified conditions. The costs include the maintenance, cleaning and wear and tear of the components and the device.

Test devices / Systems

If devices or systems are installed and used on a trial basis, a time frame for the trial is usually agreed. After the agreed deadline, the client should come to a decision after viewing the results. The trial costs are made up as follows:

- The test was positive, customer decided to buy the installed system / device
No trial costs
- The test was negative
No trial costs
- The test was positive, but customer decide not to buy the system / device
25% of the offered system / device costs

Default of payment

If the customer defaults on payment in whole or in part, all outstanding amounts owed by the customer to Airoclean are due immediately and Airoclean can claim them immediately. In the event of default in payment, Airoclean is not obliged to make outstanding deliveries. Until all outstanding amounts have been paid in full, customers are not entitled to any further delivery / compensation / credit for the goods not received or any costs incurred as a result.

In the event of default, Airoclean reserves the right to charge reminder fees of CHF 20 as a contribution towards expenses and default interest. All expenses incurred in connection with the collection of overdue claims are borne by the customer. In the event of unsuccessful reminders, the invoice amounts can be assigned to a agency commissioned with the collection. The agency commissioned with the collection will assert the outstanding amounts in its own name and for its own account and can charge additional processing fees and default interest from the due date.

Refunds

If the customer is entitled to a refund, these will be returned to the customer's bank account.

Applicable Law and Jurisdiction

Substantive Swiss law is applicable to the legal relationship between Airoclean and its customers and applies worldwide.

In addition, the provisions of the Swiss Code of Obligations on the purchase contract (Art. 184 ff. OR) as well as the other Swiss laws and ordinances apply.

The exclusive place of jurisdiction for natural and legal persons is Winterthur.

Contact / Customer service

If you have any questions, please contact Airoclean customer service by phone +41 (0) 44 784 47 77 or by email [info\(at\)airoclean.ch](mailto:info@airoclean.ch).

Privacy

The use of personal data is regulated in the privacy policy. The privacy policy is an integral and binding part of these terms and conditions.