GENERAL TERMS AND CONDITIONS (GTC)

Waxoyl AG
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Preamble

Waxoyl AG is a Swiss family-owned company that serves automotive and industrial customers all over the world with high-quality care and corrosion protection products. Their products maintain the value of vehicles, machines, boats and buildings in the long term. Waxoyl AG attaches great importance to the highest quality and, as a reliable partner, ensures maximum customer satisfaction.

1. Scope of application

These GTC apply to all contracts between Waxoyl AG and its customers (hereinafter referred to as "Customer"), unless otherwise agreed in writing. Deviating or supplementary terms and conditions of the customer shall only become part of the contract if Waxoyl AG expressly agrees to them in writing.

2. Conclusion of the contract

The offers of Waxoyl AG are non-binding. A contract shall only come into existence upon written confirmation of the order by Waxoyl AG.

3. Prices and terms of payment

The prices shall be agreed in a separate agreement between Waxoyl AG and the customer. Waxoyl AG reserves the right to adjust price lists at any time.

Unless otherwise agreed, the prices for customers in Switzerland are to be understood in Swiss francs (CHF) plus VAT and any VOC tax.

For customers outside Switzerland, prices are to be understood in either euros (EUR) or US dollars (USD) plus any value added tax (VAT). The applicable currency is shown on the price list.

Unless otherwise agreed, invoices shall be paid within 30 days. Waxoyl reserves the right to charge reminder fees and default interest of 5% in the event of late payment. As long as the delivered products have not been paid for, they shall remain the property of Waxoyl AG.

4. Duration of the contract and termination

If a framework contract has been agreed between Waxoyl AG and the customer, the term of the contract and the notice period shall be governed by the agreements therein. For recurring services (deliveries), a notice period of 3 months generally applies, in each case to the end of a month. Notice of termination must be given in writing. Waxoyl AG reserves the right to consider the contract terminated in the event of bankruptcy, notorious insolvency or takeover of the other contracting party without prior notice of default.

5. Terms of delivery

Delivery shall be made to the address specified by the customer. Delivery costs shall be borne by the customer. Incoterms 2020 shall apply to all deliveries. Unless otherwise agreed, delivery shall be made in accordance with Incoterm EXW, Oberwil BL for deliveries to Swiss delivery addresses and EXW, Lörrach, Germany for all other delivery addresses. The transfer of the goods and the risk shall pass to the customer in accordance with the agreed Incoterm regulation. The applicable terms of delivery are stated on the invoice. Delivery periods are non-binding unless expressly agreed otherwise in writing.

6. Warranty

The customer is obligated to inspect the products immediately and to notify Waxoyl AG in writing of any defects within 6 days of receipt. In the event of a justified notice of defects, Waxoyl AG shall have the right to choose whether it delivers defect-free goods

(replacement delivery), grants a deduction from the purchase price (reduction) or refunds the price. In any case, the warranty period shall be a maximum of 2 years from the date of delivery. Otherwise, Waxoyl AG excludes any further warranty to the extent permitted by law.

7. Special warranty to end users

Waxoyl AG grants a time-limited guarantee to end users on selected products when used or treated by an authorized partner in accordance with their instructions for use. The guarantee comes into force when the product is used by an authorized partner and is evidenced to the end user by a proof of purchase and/or the stamped guarantee card of the authorized partner. The detailed warranty conditions are enclosed with the respective products or are provided with a website link to the intended text.

Products for new vehicles differ from products for used vehicles, as the preparation of the vehicles involves different work steps, and the warranty period is different. New vehicles must be treated before they are handed over to the end user or no later than 30 days after they are first placed on the market/registered.

Products that include a warranty for the end user are designed for a single treatment/application. If such products are nevertheless used several times, there is no entitlement to additional guarantees, i.e. Waxoyl AG only provides one guarantee per product.

In the event of a justified claim, the warranty includes free re-treatment or repair. In such a case, the authorized partner undertakes to carry out the work for such a one-off after-treatment or repair for the benefit of the end user. Waxoyl AG shall provide the authorized partner with the necessary products free of charge and support the partner in technical matters.

The detailed warranty conditions can be found in the respective warranty cards / web links. In addition, Waxoyl AG excludes any further warranty to the extent permitted by law.

8. Liability

Benefit and risk shall pass to the customer upon transfer of the item for transportation. Waxoyl AG excludes all liability to the extent permitted by law.

9. Distribution rights

Distribution rights are generally agreed via separate distribution agreements. Unless otherwise agreed, the following conditions shall apply: Waxoyl AG grants the customer resale rights for the products without any claim to exclusivity with respect to the sales territory or products. The customer shall refrain from selling products that are similar or functionally identical to the Waxoyl products with end customer warranty.

The customer recognizes Waxoyl AG's sole ownership of the Waxoyl® trademark and all logos and emblems in connection with its products and undertakes not to do or permit anything that could infringe these rights in any way. The customer may only sell the products under the Waxoyl® brand, he is not authorized to sell the products under any other name/designation, nor to refill the products. The customer is also not authorized to manufacture or trade in other items with the Waxoyl® brand.

10. Confidentiality

The Contractual Partner may not disclose or publish confidential information belonging to Waxoyl AG, either itself or through third parties, nor may the Contractual Partner make use of such confidential information unless this is necessary to protect the interests of Waxoyl AG. This obligation of strict confidentiality shall remain in effect until such time as this information is no longer secret or confidential but has become generally known.

11. Data protection

Both contracting parties undertake to comply with the valid and applicable data protection laws. In addition, the provisions of Waxoyl AG's data protection declaration, available at https://waxoyl.com/en/data-privacy/, shall apply.

12. Severability clause

Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision.

13. Reservation of written form

Amendments and supplements to these GTC must be made in writing. This also applies to any amendment to this written form clause.

14. Applicable law and place of jurisdiction

Swiss law is applicable. The place of jurisdiction is Basel-Stadt, Switzerland.