

## **General Terms and Conditions (GTC)**

Valid from 1 January 2022

### **Scope of application**

These General Terms and Conditions apply to all – including future – contracts and other agreements. The buyer's terms and conditions are not binding for us even if we do not explicitly object to them again following receipt. Deviating agreements, supplements and verbal agreements are only binding if they have been confirmed by us in writing. AkkuPoint AG reserves the right to amend or supplement the General Terms and Conditions at any time. The place of jurisdiction and place of performance is AkkuPoint AG's registered office. Swiss law applies.

### **Offers and conclusion of contract**

Our offers are non-binding and subject to alteration and prior sale. If no acceptance period is specified in the offer, it shall be 30 days. Any agreements, particularly verbal agreements, confirmations, guarantees and other assurances made by our sales staff only become binding on written order confirmation issued by us. If there are deviations from the order within the order confirmation, these must be reported immediately. Confirmed prices and delivery periods only apply if the confirmed quantities are accepted at the confirmed time. They do not apply to repeat orders. AkkuPoint AG is entitled to withdraw from orders or to reject orders at any time.

### **Prices**

Unless otherwise agreed or stated in the order confirmation, our prices are 'ex works'. Freight and shipping costs, as well as packaging, VAT and prepaid disposal fees are shown separately. We reserve the right to change the rate of VAT as a result of changes to statutory provisions at any time, even if we have agreed otherwise. We reserve the right to change our prices accordingly if, after concluding the contract and after the acceptance period expires (if applicable), there are cost reductions or increases up until the point in time when the goods are delivered and we are not responsible for these, with particular reference to price changes made by our suppliers, and changes to customs duties and import charges.

### **Payment terms and late payment**

Unless otherwise stated in the invoice, the net fee must be paid within 30 days of the invoice date. We reserve the right to request advance payment from new customers. We reserve the right to charge a reminder fee if the invoice is not paid on time and to withhold further orders/deliveries until all invoices have been paid. In addition, AkkuPoint AG reserves the right to pass on collection processes and payment information of any kind to companies commissioned by AkkuPoint AG to collect payment.

### **Benefit and risk**

Risk for all transactions transfers to the buyer when the goods are handed over to a freight forwarder or carrier, which shall at the latest be the point in time when the delivery item has left the site. This also applies to partial deliveries. Deliveries are therefore made at the risk of the customer. AkkuPoint AG only takes out transport insurance on written request and at the expense of the customer.

### **Delivery periods**

Items listed on the online shop as being available from stock are usually delivered within 1–3 working days. Items that are not available from stock usually have a delivery period of approximately 7–10 working days. If an item will be delivered at a later date or will not be delivered at all, the customer will be informed of this in writing.

Partial deliveries are possible at the customer's request. Delivery dates are given to the best of our judgement, but they are not binding. Failure to meet them does not release the customer from their acceptance obligation. The assertion of claims for compensation or replacement and withdrawal from the contract due to no delivery or late delivery shall be excluded.

### **Delivery and delivery costs**

Unless otherwise agreed, we will determine the type of packaging, and the delivery type and route.

#### Switzerland/Liechtenstein:

Parcel delivery: CHF 16.50 per parcel up to 30 kg. Individual special terms and conditions remain reserved.

Free delivery applies to web shop orders of a net value of CHF 300 or more (this excludes pallet goods and exports).

Pallet goods/lorries: CHF 77.25 per pallet up to 500 kg/CHF 118.50 per pallet of 500 to 1,000 kg.

Risk surcharge for lithium items of CHF 20.

All rates are exclusive of VAT.

#### Exports:

On request

### **Complaints and returns**

The customer must check goods immediately upon receipt. Obvious defects or deviations from the order must be reported to us in writing within seven days of delivery – even for partial deliveries. Otherwise, delivery is deemed to have been accepted and any warranty claims by the customer are void. The customer must in all cases give us the opportunity to exchange or repair any defective items. Furthermore, the customer must give us the opportunity and sufficient time for rectification. However, AkkuPoint AG shall strive to remedy reported, proven defects as quickly as possible or to deliver replacements. Complaints about poor packaging must be reported in writing the day after the goods are received. Packaging is non-returnable. Anything sent to our Service Centre must be registered on our website under [Service Centre Returns](#) and sent back together with the returns slip. The goods must be in their original packaging and be in perfect condition. The sender shall bear any postage costs. Goods specific to the customer (e.g. with a logo, customised products, etc.) cannot be returned. Returns are subject to a strict quality control process. We therefore allow a deduction to compensate for this. More information under [FAQ](#).

### **Cancellations and right of return**

Order cancellations require AkkuPoint AG's written consent. AkkuPoint AG may claim any costs that have already been incurred in full. There is no right of return. The Swiss Code of Obligations applies.

### **Guarantee and liability**

Our products come with a quality guarantee for functionality, material and workmanship for a period of 24 months from the delivery date, unless otherwise specified in the sales documents. For repairs or cell replacements, the guarantee is six months for materials and the work carried out. The invoice is valid as a guarantee certificate. If guarantee claims are made, the defective material including a description of the error and an invoice copy must be sent by messaging our [Service Centre](#). The guarantee does not cover damage caused by changes or repairs made by the customer, wear and tear (e.g. normal decline in the performance of batteries and rechargeable batteries), force majeure or external circumstances (e.g. leaking batteries) or any disregard for the operating instructions (e.g. deep discharge of rechargeable batteries). If a guarantee claim is made, the goods will be repaired or replaced by AkkuPoint AG free of charge at its own discretion. Any travel or transport costs shall be borne by the customer. Unless otherwise agreed in writing, AkkuPoint AG shall not be liable for any damage resulting from the non-performance or incorrect performance of the purchase contract or for the operation or use of the object of purchase. In all cases, AkkuPoint AG accepts no liability for lost profits, indirect or indirect damage, including loss of data of any kind incurred by the buyer or a third party.

Certain products are high-quality alternative products from AkkuPoint AG or replicas and not original products from the respective manufacturer. Some of the brand and company names listed are registered trademarks of the respective owner or manufacturer and are only used to indicate compatibility.

### **Retention of title**

Delivered goods remain the property of AkkuPoint AG until full payment is made. AkkuPoint AG is entitled to have a corresponding reservation entered in the public register.