

Terms and conditions

Dear customers

To guarantee a smooth collaboration with the company Sokrates GmbH, place of business in Pfäffikon SZ, we kindly ask you to read this terms and conditions carefully. By making any order of products or by claiming any of our services you automatically accept these terms and conditions wholly. Their violation discharges us from any engagement out of actual orders or not yet fulfilled contracts.

1. Conditions & offers

The prices for services and products to be paid by the customers result from the contract or the respective price list. All prices are in Swiss Francs, EURO respectively in US Dollars and include VAT. Place of fulfilment is Pfäffikon SZ. The costs for shipping and package are charged depending on the effort, for additional delivery too. Should there be any changes on the calculation base we reserve us the right to charge the prices valid on the day of delivery. Special conditions and promotions on demand, respectively after special agreement. Our offers are confidential and can be made accessible only to persons who effectively work on our offers. Change in prices and errors excepted.

2. Delivery

Sokrates GmbH chooses the shipping modalities. Does the buyer/commissioner claim an alternative, he has to pay the extra costs. Partial deliveries are allowed. Inevitable happenings as of force majeure, strikes, etc. authorize Sokrates GmbH to a delay for the delivery, and if need be to resignation from the contract. With the delivery of the goods to the buyer/commissioner use and risk change over to him. All delivery dates are without commitment. In case of excess of the credit limit or default of payment we reserve us the right to stop immediately the delivery process.

3. Payment modalities

Without any other agreements all invoices must to be paid exclusive of any deductions in Swiss Francs, EURO, respectively in US Dollars within on the invoice agreed payment delay and using the indicated bank details. Cheques are considered as payment by their encashment. The compensation of cross claim from the buyer is excluded. Asserted requirements from defects liability or from potential defects don't release from the duty of payment. In case of divergence from the payment modalities above Sokrates GmbH reserves itself the right to deliver the goods only versus cash or advanced payment as well as by cash on delivery. There is no interest charge on advance payments. All costs for reminders and encashment as well as special effort in case of an acceptance or payment default are on the expenses of the buyer.

4. Liability for defects & damage compensation

Defects have to be admonished not later than 3 (three) days after receipt of the goods and the goods must be returned within 5 (five) days, otherwise the goods are considered as approved. The liability for the costs of a dismantling or new installation as well as damages resulting indirectly or directly from the delivered goods (consequential damage) are declined.

5. Guarantee

The period of guarantee for the different groups of products is variable. Generally we transmit the manufacturer warranty completely to our customers. Does this information miss, applies a period of guarantee of one year beginning from the date of the invoice. Warranty claims are not compensated by a credit advice, unless there are not special agreements. Sokrates GmbH will remove, improve defect parts or replace verifiable bad material or defects resulting from a faulty execution in the period of guarantee free of charge. Damages owing to an improper manipulation, overcharge, force majeure or natural abrasion are excluded from the guarantee. Consumable materials are excluded from the guarantee. The guarantee liability does not apply in case there have been made, without the agreement of Sokrates GmbH, changes or repairs on the purchased object. Shipping, package and insurance costs for the reparations are on charge of the customer. The material must be packed to avoid any electrostatic or mechanical damages. In case of reparation shipping in an improper package we reserve us the right to decline the guarantee. For some articles is the warranty guaranteed directly by the manufacturer. For more information on this issue please see <http://www.poleposition.ch>

6. Conditions for the reparations

Reparations are only accepted with a correct filled in reparation form (one per article) and the respective copy of the invoice. Fort he completion of the reparation form the reparation software has to be downloaded from our website <http://www.poleposition.ch>. We accept only the damaged articles with accessories. Due to organisational reasons will, each reparation sent without the reparation form and the copy of the invoice, be sent back on charge of the sender. The specialised trade shops can for guarantee reasons only accept transmissions. Should the sent articles in spite of a detailed examination not show the defects described by you or not be covered by the guarantee, are we charging a fee of CHF 38.- per 15 minutes of work time. This also valid for sent articles which were not purchased from Sokrates GmbH. Generally there are no replacement before the application of the guarantee. In case of articles, which are not anymore produced or deliverable, we have to relegate to the reparation delivery times of the manufacturer.

7. Final clause

The customer accepts these terms and conditions in all points with every order by phone, in oral or written form. Court of jurisdiction is for both parties Pfäffikon SZ. Only Swiss right applies. This edition of the terms and conditions replaces all previous ones. Sokrates GmbH - Pfäffikon SZ, September 22, 2013