

General remarks

1. The following conditions apply to all legal transactions, including those concluded via our online store.
2. DEMKE Electronic GmbH reserves the right to change these terms and conditions at any time. In each case, the valid version of these GTC at the time of purchase, which cannot be unilaterally changed for this order, is decisive.
3. General terms and conditions of the contractual partner are not valid. They are hereby rejected. These GTC shall also apply in the respective valid version for all future transactions. If the contractual partner objects to the validity of our GTC, we have the right to withdraw from the contract.
4. Verbal statements made by our representatives or employees require our written confirmation.
5. Illustrations, drawings, weights, descriptions, etc. on the website, in offers and other general documents have been prepared or determined to the best of our knowledge, but are only approximate unless they are expressly designated as binding. We reserve the right to make technical changes. All our documents, drawings and other records are protected by copyright. We retain ownership of these documents. They may be not be disclosed to third parties.

Offers

1. Our offers, also for the items offered in the online store, are non-binding. Orders shall only be deemed accepted when we confirm the order in writing with our order confirmation.
2. The receipt of the automatically generated order confirmation for purchases in the online shop is not a promise that the product can actually be delivered. It only indicates to the customer that the order has arrived at the online store and that the contract has thereby been concluded subject to the delivery option and the correct price information.

Dispatch, Transfer of risk

1. Unless otherwise agreed, the goods will be delivered to the buyer by mail.
2. In the absence of agreements to the contrary, shipment shall be at our discretion. The shipment is insured by us against breakage, transport and/or fire damage.
3. The risk shall pass to the buyer – even in the case of agreed freight-free delivery – as soon as the delivery has left our warehouse or other designated place of dispatch. If the shipment of the goods is delayed by the buyer or its agents, the risk of loss or deterioration of the goods shall pass to the buyer on the day the goods are ready for shipment.

Pricing

1. Our prices are ex-delivery warehouse and exclusive of value-added tax, any other taxes, customs duties or other charges. Prorated shipping charges, which include postage/delivery, packaging and insurance, will be applied to all orders.
2. Our prices are based on the Swiss franc. In the event of strong exchange rate fluctuations, we reserve the right to levy a currency surcharge on agreed prices in other currencies.
3. We reserve the right to change prices for deliveries not yet made at any time in the event of significant changes to the relevant basis of calculation.

Payment terms

1. In principle, the following applies to new customers: goods against advance payment. In other cases, our invoices are payable net within 30 days from the date of invoice. Agreements deviating from this shall be deemed special conditions and must be agreed in writing.
2. In the online store, the payment process is handled via PayPal.
3. If the payment deadline is exceeded, we shall be entitled to charge interest at the statutory rate from that point in time, even without a reminder. In principle, reminders are subject to a fee. If the buyer defaults on a payment or if circumstances become known after the conclusion of the contract that seriously call its creditworthiness into question, all outstanding payments shall become due immediately. In this case, outstanding deliveries will only be carried out against prepayment. Any further claims to which we are entitled shall remain unaffected by this.
4. Documents and invoices are sent by email. At the request of the customer, the documents will be sent by post for a fee of CHF 5.00 (within Switzerland) and CHF 10.00 (outside Switzerland).

Delivery periods, delivery

1. Goods must be checked for delivery damage and completeness upon receipt. Any transport damage found must be documented (including photos) and reported to us immediately in writing (see also "Complaints and notification of defects").
2. The contractually agreed delivery period according to our order confirmation shall apply. If not all details of the contractual performance obligations, in particular not all technical details, have been clarified at the time of conclusion of the contract and agreement of the delivery date, the delivery date shall be postponed by the time that has elapsed until final clarification. In the case of provisionally stated non-binding delivery dates on the order confirmation, the effective delivery date is not yet known and will be communicated subsequently.
3. If we are prevented from fulfilling our delivery obligation due to force majeure, strikes, lockouts or unforeseen events, such as, e.g., operational disruptions, official interventions, or shortage of energy or raw materials, which could not be avoided despite the precautionary measures which could reasonably be expected of us and which are economically reasonable, regardless of whether they occurred in our company or at a supplier, the delivery period shall be extended accordingly. If such events subsequently make delivery impossible or unreasonable for us, we shall be entitled to withdraw from the contract in whole or in part without compensation.
4. Contractually not agreed partial deliveries will be made by us at the subsequent request of the customer with its obligation to pay the shipping costs. We shall only be obliged to make partial deliveries which were not contractually agreed if each individual delivery does not fall below one quarter of the value of the total order. Should we make unscheduled partial deliveries, this shall not change the delivery period agreed for the entire order.
5. Blanket orders establish an obligation to accept all services of the overall order within 12 months after the date of the first contractual delivery. If the agreed services are not fully accepted, the customer loses the price advantage granted to him on the basis of the order quantity. The actual purchase quantity is decisive for the price determination, and any differences will be subsequently charged to the customer.
6. Orders for special products or products that are not in stock must be bindingly agreed upon at the time of ordering with regard to the dates of the individual services.
7. In the event of a delay in delivery, the buyer may initially only set us a reasonable grace period for the handover of the object of purchase. Only after expiry of this grace period can the buyer withdraw from the contract and/or renounce the service. Partial deliveries are permitted. We shall only be liable for damages in connection with the delay – in particular also in the event of withdrawal or waiver of performance – as well as interest on arrears if we have caused the delay intentionally or by gross negligence. Insofar as compensation for delay cannot be excluded, this shall amount to a maximum of 0.5% for each full week of delay, but not more than a total of 5% of the purchase price of that part of the delivery which cannot be put to appropriate use due to the delay.
8. Even in the event of subsequent impossibility for which we are responsible, we shall only be liable for damages insofar as the impossibility was caused by our intentional or grossly negligent actions.

Complaints and notification of defects

1. Faulty or defective goods within the warranty period must be notified in writing prior to return shipment. If there is a defect for which we are not responsible, we reserve the right to charge the costs to the customer.
2. We reserve the right, at our sole discretion, to promptly return, without processing, at the expense of the deliverer, any goods delivered to us for repair without prior notice.
3. Complaints due to recognizable defects or due to incomplete or incorrect delivery must be notified to us in writing immediately, at the latest 7 days after receipt. In the event of a late complaint, the delivery shall be deemed to have been approved.
4. We accept returns of goods only with our prior written consent. Customized parts are generally excluded from a return of goods. Goods returned without consent will be returned to the buyer at the buyer's expense plus a processing fee.

Warranty

1. The warranty is conditional to the extent permitted by law. Insofar as a waiver is not possible, we shall only be liable for gross negligence and intent.
2. We shall not be liable under any circumstances for damages incurred by the buyer or third parties as a result of the defective product (consequential harm caused by a defect), such as loss of production, loss of profit, etc.
3. In the absence of guaranteed properties or if the item has physical or legal defects that nullify or significantly reduce its value or suitability for the intended use, we shall be liable in accordance with the mandatory statutory provisions (art. 197 para. 1 of the Swiss Law of Obligations). Defects must be reported to us immediately in writing.
4. The transfer of risk is decisive for the existence of a material defect. In particular, no warranty is therefore provided for damage to the goods after the transfer of risk as a result of faulty or negligent handling, improperly performed modifications and repair work on the part of the buyer or third parties employed without our consent. Likewise, warranty is excluded for ordinary wear and tear (e.g. use of the goods, reuse, weather conditions, air pollution or inadmissible electromagnetic effects), defects resulting from insufficient maintenance care, disregard of the operating instructions, overloading, testing, use of unsuitable materials, the influence of chemicals or electrolytic reaction or as a result of other reasons over which the supplier has no control.
5. In general, our warranty period lasts 24 months from the date of delivery. However, the warranty period shall not apply if the devices have been externally modified by the customer or a third party. Applying another label is considered an external modification. The buyer grants us the right to repair the defective goods or to make a replacement delivery at our discretion. Only if we fail to repair or replace the goods within a reasonable period of time set by the buyer shall the buyer be entitled to demand rescission or reduction of the purchase price.
6. No warranty is given for the suitability of our goods for a specific purpose if the concrete possibility of use does not result from written instructions enclosed with the goods or if the suitability for a specific purpose has not been expressly affirmed by us in writing. In any case, the buyer is obliged to check the suitability of our goods for the intended use in detail in advance.
7. We or our vicarious agents shall only be liable for damages occurring within the scope of the warranty due to violation of contractual secondary obligations, due to consulting errors, due to tortious acts, due to culpable violation of the obligation to rectify defects or to make subsequent deliveries, or due to other legal reasons, if we can be proven to have acted intentionally or with gross negligence.

General liability

1. Our liability for any further breaches of duty by us or our vicarious agents shall also be limited to gross negligence and intent to the extent permitted by law and where a waiver is not permitted. This applies in particular to the breach of ancillary contractual obligations, culpa in contrahendo or damage in tort. In no event shall the customer or buyer be entitled to claim damages from us in respect of consequential loss of production, use, orders or profits and other direct or indirect consequential loss.
2. In all cases in which liability cannot be excluded but can be limited in amount, liability shall always be limited to the proven damage foreseeable at the time of conclusion of the contract, but at most to the sales price of the product delivered by us to which the claims for damages relate or from which they result.

Retention of title

1. We retain title to all goods delivered by us, including goods from invoices already paid, until payment of the purchase price of all goods delivered by us and until full settlement of all our liabilities arising from the business relationship.
2. The buyer may only process and sell the goods in the ordinary course of business. The buyer is prohibited from pledging or assigning the reserved goods as security. In the event of seizure or confiscation of the goods or other measures taken by third parties, the buyer must notify us immediately.
3. As long as the buyer has not paid the purchase price in full, it shall be obligated on its part to transfer our retention of title to the buyer in the event of resale or, if this is not possible, to effect a retention of title itself.
4. In the event of a default of payment by the buyer, we are entitled to take back the goods, and the buyer is obliged to surrender them, without this automatically exercising our right to withdraw from the contract.
5. The buyer's future claims arising from the resale of the reserved goods are hereby assigned to us, regardless of whether the sale takes place without or after processing or mixing of the reserved goods with other goods not belonging to us and regardless of whether the buyer has retained title upon resale. We hereby accept this assignment. In the event of the sale of the reserved goods after processing or combination with other goods not belonging to us or in the event of sale together with other goods not belonging to us, the assignment of the claim shall include the amount of the value of our invoice for these reserved goods. The buyer is only authorized to collect the assigned claims as long as it duly fulfills its payment obligations to us. We are entitled to notify the contractual partner of the buyer of our reservation of title and the assignment of the claim if the buyer is in arrears with its payment to us for more than four weeks after the first payment reminder.
6. Insofar as the value of the security given to us, including the claims assigned in advance, exceeds the claims to be secured by more than 20% in total, we shall be obliged to release securities at our discretion at the request of the buyer.

Place of jurisdiction, place of performance, applicable law, contract language, miscellaneous

1. The place of performance for delivery and payment is our registered office (Wil SG, CH). The Swiss courts shall have jurisdiction for all disputes – insofar as no other court is mandatory, the court at our registered office.
2. The contractual relationship is subject to Swiss substantive law. The provisions of the Hague Convention on Contracts for the International Sale of Goods of 01 July 1964 and the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 are excluded.
3. The German language is agreed upon as the contractual language.