

Swicofil General Terms of Sale

1. **Contract validity**
The contract becomes valid at the moment the sales contract is sent by seller to buyer. Particulars and instructions become valid only upon seller's written confirmation.
2. **Terms**
Seller performs forwarding always at the agreed Incoterms such as CPT, CIF, FOB etc. (INCOTERMS 2010)
3. **Packing material and yarn carriers:**
Packing material and yarn carriers which do not remain seller's property but which are billed to buyer upon delivery or which have a stipulated return date do not have to be returned to seller. Credit Note is however made out for such packing material and yarn carriers which are returned to seller in serviceable condition within an adequate period.
Packing material and yarn carriers which remain seller's property are to be returned to seller in serviceable condition within 4 months from shipment. If this clause is not met by buyer, packing material and yarn carriers are debited to buyer's account.
4. **Terms**
The time of delivery is considered as met if before its expiration, the goods are ready for despatch. It is deferred if and as long as unexpected circumstances, like act of God, strike, manufacturing stoppages or forwarding restrictions for any reason on behalf of seller or his contractors etc. may prevent his performing the agreement. In case of articles, especially produced or dyed for a buyer, the seller reserves all rights to deliver the quantity of contract with a deviation of up to 10 % plus or minus. In any case of late delivery seller is not considered as being in arrears unless buyer has sent him a reminder. Damages may be claimed only on proof, by buyer, of intention or gross negligence.
5. **Guarantee**
Guarantee is granted only for first quality. Both parties agree to the rules of the BISFA (Bureau International pour la Standardisation de la Rayonne et des Fibres Synthétiques). Slight commercially accepted or technically unavoidable deviations from the agreed specified terms of quality, colour and fastness do not qualify for claims covered by the warranty.
6. **Processing**
Yarns of different lot number, recipe number and dyelot number are to be worked separately by the buyer. In consideration of influences on the yarn by local atmospheric conditions, each delivery is to be processed in chronological order of arrival. Dyed yarns possess the fastness properties that are normal for the corresponding types of fibres. With regard to particularly delicate articles the seller refuses responsibility for colour evenness. Indication of the end use of the yarn is essential on ordering.
7. **Quality liability**
Defects for which seller is responsible entitle buyer at the most to have replaced the quantities proved defective or, as far as already worked up, to receive damages not exceeding the invoice value of respective amount of yarn supplied by seller. **On proof by buyer of gross negligence, written complaint with adequate sample of the defective goods is acceptable, but only if presented, immediately on receipt of the goods or, in case of hidden defects, as soon as these have been detected, but no later than two months after the arrival of the goods at buyer's mill.**
Buyer renounces in advance to offset any claim against payment due.
8. **Cancelling contract**
In the event any delivery is not called for or taken up or not paid at the fixed time, seller has the right to cancel all contracts being in force between the parties or to suspend their fulfilment.
Seller has as well the right to cancel the contracts in force and not yet fulfilled, if the legitimate request of seller, caused by unforeseen circumstances like changes in the legislation of both seller's or buyer's country, delay in transfer of foreign assets, abnormal market situation or increase of cost of production, insufficient raw-material supplies etc. is rejected by buyer, or if buyer resells the goods without being authorized.
9. **Currency clause**
If between the time of conclusion of contract and receipt of payment of the invoice, the exchange rate between Swiss Francs and the currency of the sales contract changes so that seller suffers a loss, the buyer is obliged to indemnify the seller for the loss exceeding 3 %.
10. **Late payment**
Buyer failing to make payment in time will be held liable for any resulting consequences such as loss of exchange etc. Also he will be charged for delay interest on invoice value from due date at the rate as noted on front side of sales contract as well as for all collection charges.
11. **Unforeseen expenses**
If customs duties or taxes of the country of destination, transport-, transshipment-, insurance- or other fees are included in the selling price for the goods, increase of such duties, taxes or fees between the time of conclusion and fulfilment of the contract are at buyer's charge.
12. **Reselling**
Direct or indirect reselling of goods delivered by seller that have undergone no further process is subject to the consent of seller.
13. **Execution**
The place of the execution of contract for buyer is **Emmenbrücke**.
14. **Disputes**
All disputes arising in connection with the present contract for which no direct settlement between the parties can be reached shall be finally settled according to Swiss Law in a court of arbitration. Disputes arising with a domestic customer by the Court of Arbitration of the "Association Zurichoise de l'Industrie de la Soie" according to their Rules of Arbitration. Disputes arising with a customer abroad under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with the said Rules.
15. **Ownership transfer**
As long as seller has a claim on buyer, the goods supplied by seller remain absolute property of seller, regardless whether they have been processed or not. It is prohibited to lend out these goods, to pawn them or to transfer them to a third party. Buyer is obliged to advise seller of confiscation of the goods, by a third party and to provide seller at the same time with all documents necessary for intervention. In case of illegal cession, buyer's claim on a third party is automatically transferred to seller.
16. **Rawmaterial shortage**
The seller reserves the right to reduce the confirmed quantity in the event of insufficient raw material supplies and/or to increase the confirmed price in the event of unforeseen increase of cost of raw material.