

General Terms and Conditions of Unico Graber AG

1. Scope of application

These General Terms and Conditions apply to all orders placed with Unico Graber (hereinafter referred to as the "Supplier"), irrespective of whether they are placed verbally, in writing or electronically. They regulate the rights and obligations of the Supplier and the Purchaser (hereinafter referred to as the "Customer") for the sale and delivery of the Supplier's products, in particular plano safety glasses and corrected safety glasses. With the order, the Customer confirms the unconditional acceptance of these General Terms and Conditions (GTC).

These General Terms and Conditions may only be deviated from on the basis of a written agreement between the Supplier and the Customer. The Supplier is entitled to amend these General Terms and Conditions at any time. The version in force at the time of the Customer's order shall apply in each case.

2. Conclusion of contract

2.1 Opening and operating a customer account, financial statements

The Supplier is entitled to make the opening and maintenance of a customer account dependent on legal and financial evidence and, if necessary, on a bank guarantee.

2.2 Order

The Customer must provide all the information required for the order and is responsible for its accuracy. A contract binding on both parties shall be concluded if the Supplier does not object to an order placed by the Customer within 1 working day. If the Supplier accepts orders only with modifications, these shall be deemed accepted by the Customer if he does not object within 2 working days.

2.3 Order changes and cancellations

The Customer may only amend an order once it has been placed after consultation and only with the express consent of the Supplier. Individualised UNICO individual orders that are already in the production process can no longer be changed or cancelled.

3. Prices

All products will be invoiced at the prices applicable on the date of the order.

The prices are stated per unit in CHF/EUR excluding taxes and duties of any kind. All prices are exclusive of packaging and shipping costs. Only for UNICO individual orders the price includes packaging and shipping costs. Special arrangements between Customer and Supplier are possible, but must be in writing.

4. Terms of payment

4.1 Invoicing

Orders are invoiced by the Supplier when they are handed over for dispatch. Objections to the invoices by the Customer must be received by the Supplier within one month after dispatch of the invoice; otherwise, the invoice shall be deemed accepted.

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4.2 Mode of payment and payment deadline

Payments must be made within 30 days. Special arrangements between Customer and Supplier are possible, but must be in writing. If discounts are granted due to faster payment methods, the receipt of the payment by the Supplier is decisive. Interest rates for discounts may be changed by the Supplier at any time subject to one month's notice.

Payment shall be made by bank transfer equivalent methods. The Customer is not authorised to settle invoices by offsetting them against counterclaims against the Supplier. If payment is not made within 30 days, default shall occur without further ado. In this case, interest on arrears of 5% shall be owed and all amounts owed by the Customer shall become due for payment immediately. The Supplier is also entitled to stop pending deliveries, to suspend the processing of orders, to reject new orders and to block the customer account. Further rights granted by law are reserved.

5. Retention of title

The delivered goods remain the property of Unico Graber until the invoices have been paid in full.

6. Shipping, delivery

6.1 Delivery conditions

Unless expressly stated otherwise by the Supplier, delivery shall be made for the account and at the expense of the Customer by a forwarding or transport company commissioned by the Supplier to the delivery address specified by the Customer. The benefit and risk of the products shall pass to the Customer when the goods are handed over to the forwarding agent or transport company (EXW, Incoterms 2021).

6.2 Delivery times

The delivery periods stated by the Supplier are non-binding, unless they are expressly designated as binding. Even if a delivery period is binding, the Supplier is not liable for delays due to circumstances beyond the Supplier's control.

7. Complaints

Complaints must be made in writing within 10 days of receipt of the goods. We accept no liability for damage caused by transport. If the delivered goods have demonstrable manufacturing defects, they will be repaired or exchanged by us free of charge. We accept no liability for damage caused by inaccurate information about the intended use or by incorrect use.

8. Compatibility guarantee for UNICO individual products

Exclusively for individualised UNICO individual products, there is a compatibility guarantee of 6 months from delivery to the Customer. If during this period, despite regular wear, persistent insufficient compatibility caused by the lenses occurs, the progressive lenses may be returned to the Supplier's technical customer service for inspection to determine the causes of the fitting difficulties. The lenses will be exchanged for lenses with a similar or different geometry if the technical customer service deems this appropriate after consultation with the optician.

9. Warranty

The Supplier warrants that its products do not have any material, manufacturing, development or other defects that significantly impair the intended use of the products. The Supplier shall remedy any defects insofar as this is possible and economical. In the event of significant defects, the Supplier shall replace the product if rectification is not possible or not economical. The Customer shall inspect the products upon receipt and report any defects immediately and document them as far as possible. Otherwise,

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unico graber
safety eyewear

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the Customer forfeits the warranty claims. Defects/complaints must be notified to the Supplier in writing. The rejected goods must be returned to the Supplier for inspection. If there is a defect for which the Supplier is responsible, the Customer will be supplied with a replacement or the purchase price for the rejected goods will be credited as soon as possible.

The warranty is excluded for products that are not used properly or that the Customer has attempted to repair himself or through a third party. No liability is accepted for products which have not been tested as complete work protection equipment by Unico Graber.

10. Limitation of liability

The Supplier shall only be liable for financial damages resulting from product defects and other breaches of contract if he or one of his auxiliary persons has caused the damage intentionally or through gross negligence. Any liability for indirect or consequential damages, in particular for loss of earnings or production, loss of profit, loss of an opportunity, etc., is excluded.

The Customer shall ensure that these restrictions are also effective for third parties (such as end consumers and insurers). Liability is excluded in the event of force majeure and for errors that fall within the area of responsibility and risk of the Customer or end user. This applies in particular to

- consequences arising from the use of a product that has an obvious defect;
- a faulty operation due to normal wear and tear of the product;
- improper use or inadequate maintenance on the part of the Customer or end user;
- improper handling of the product by the Customer or end user;
- errors or inadequate advice in the selection of products by the Customer or by a third party;
- non-compliance with statutory provisions by the Customer;
- errors in the assembly or operation of the product or the replacement/exchange of components such as glasses, etc.;
- non-compliance with instructions and recommendations of the Supplier.

This Clause 10 conclusively regulates the liability for financial damages. Mandatory statutory provisions that provide for more extensive liability shall remain reserved.

11. Product conformity

The products covered by these General Terms and Conditions comply with the requirements applicable to the territory of the EU and Switzerland, which must be observed by the Supplier for market introduction. They comply in particular with the PPE Regulation 2016/425 on personal protective equipment insofar as these standards apply to them.

If the Customer is a sales agent, it undertakes to ensure towards the end user that the relevant documentation/information is enclosed in accordance with the European PPE Regulation 2016/425.

Much of this information is also contained in the instructions for use that accompany each product. End users must be informed about the characteristics of the product, the correct intended use and, if necessary, the need for an ophthalmological check-up (UNICOindividual).

If the Customer sells the products outside the territory of the EEA and Switzerland, it must comply with the there applicable product conformity regulations. Upon request, the Supplier shall support him in the corresponding clarifications, if possible.

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12. Copyrights and image rights

The use of the Supplier's trademarks, logos and images of any kind requires the prior written consent of the Supplier. The materials provided may not be altered and must be used as intended. The Customer acknowledges and respects all copyrights and other intellectual property rights of the Supplier.

In the event of failure to comply with these provisions, Unico Graber declines all liability for claims for damages by third parties. The Customer undertakes not to use Unico Graber brand products, logos and images for advertising or promotional purposes without prior written agreement.

13. Applicable law and place of jurisdiction

Contracts with Unico Graber shall in principle be governed by Swiss substantive law, to the exclusion of the Vienna Convention on the International Sale of Goods. The courts at the registered office of Unico Graber shall have exclusive jurisdiction for any disputes in connection with the contract. The parties shall endeavour to settle any differences amicably before taking legal action.

14. Processing of personal data

The Customer expressly agrees to the computer processing of his personal data by Unico Graber within the framework of the contract under the conditions defined below. Unico Graber, in its capacity as data controller, processes personal data for the management and supervision of business operations relating to relations with Customers, and in particular including the management of customer files, contracts, estimates and orders, deliveries, invoices, billing or the carrying out of satisfaction surveys or marketing surveys, as well as the management of complaints and after-sales service, within the framework of these General Terms and Conditions (GTC) concluded by the individual Customers and Unico Graber.

The data collected are indispensable for this processing and are intended for the internal departments of Unico Graber, its affiliated companies and its possible processors, and are only used within the framework of the CRM. The data collected from the Customer is mainly identification data (civil status, identity, ...), data relating to the business relationship and the means of payment, as well as contact data (email, telephone number). The Customer's data is kept in a secure environment for the entire duration of the contractual relationship, plus the statutory limitation periods. If Unico Graber entrusts processors with this data processing, it will only use the services of processors that demonstrate sufficient guarantees with regard to the adoption of appropriate technical and organisational measures so that the processing complies with the requirements of European and Swiss regulations with regard to reliability and security.

The place and venue of fulfillment for all rights and obligations arising from business with Unico Graber is the registered seat of Unico Graber AG.

Unico Graber, June 2022. These General Terms and Conditions replace all previously published version and are subject to change without notice.

