

Freigegeben am 15.01.2024 11:35 (UTC+01:00)

§1. Terms and Conditions: range of validity

These Penta-Electric AG Terms and Conditions are applicable for deliveries, services and for Penta-Electric AG electro-technical installations. Existing and a contractor's, a purchaser's or buyer's own terms and conditions (hereafter called customer) are excluded.

§2. Order of priority

In case of contradictions, the following order of priority applies: contract document (order agreement or order respectively), offer, terms and conditions, request.

§3. Validity

Without any differing indication, Penta-Electric AG offers are valid for three months from the date of issue.

§4. Prices

All Penta-Electric AG prices quoted are purely net prices, excluding VAT, and in Swiss francs (CHF). Potential price changes based on currency fluctuations, changed prices for raw material or changes of technology are reserved.

§5. Management conditions

Charge rates are based on a 40-hour week (Monday to Friday). Every working, preparation, travel and waiting time gets charged. Overtime applies when the normal daily working time (8 hours) is exceeded, or if the customer requests work to be done outside the normal daily working hours. No overtime is charged on travel time.

Penta-Electric AG only performs and charges overtime requested and approved by the customer.

Surcharges:

From the 9th hour	25%
For night-time work between 8 p.m. and 6 a.m.	50%
For work on a Saturday from the 5th hour until 8 p.m.	50%
For work on a Sunday or holiday	100%

§6. Expenses and travel costs

Accommodation and food can be paid directly by the customer, otherwise a flat rate is charged per day.

Travel costs to and from the workplace as well as special trips ordered by the customer are to be paid by the customer.

The use of motor vehicles traveling there and back is charged at CHF 1.50 per road kilometer. Transport costs for small tools are included in the kilometer flat rate. In case of use of public transportation, expenses for trips out and back, baggage storage and baggage transport are charged as per receipts.

§7. Payment conditions

The term of payment is 30 days purely net from the date of billing, provided no differing agreements have been made. If the customer is late with their payment, Penta-Electric AG is entitled to 5% interest on arrears as well as costs for reminders, debt collection, legal and court fees. Furthermore, Penta-Electric AG is also entitled to discontinue all deliveries and services immediately and without further notice.

§8. Terms of delivery / deliveries

Only approximate values can be given for delivery times of products and materials, as the manufacturers' indications are decisive and can change short-term depending on the market situation. Deliveries for our products and services are free of all charges (carriage paid) to the construction site.

§9. Deliveries on the part of the building site

Penta-Electric AG is not liable for products and materials on the part of the building site, as well as for hard- and software products

and materials present on the part of the building site or delivered there, unless otherwise agreed contractually.

§10. Deadlines

If the customer cannot guarantee the necessary requirements for completion on schedule as agreed in the contract, Penta-Electric AG is released from adherence to the agreed deadlines. Otherwise, Penta-Electric AG obligates itself to stick to the deadlines.

§11. Retention of title

Ownership of products and materials only transfers to the customer once the amount agreed in the contract has been paid fully.

§12. Inspection, notification of defects and acceptance

The customer is obligated to inspect products, materials, and services delivered by Penta-Electric AG right after receipt, pick-up or acceptance and notify Penta-Electric AG in writing of any potential defects within seven work days. Obligation of immediate notification of defects also applies to all services as well as to hidden defects that were not noticeable upon careful inspection. If the customer does not observe his obligation of inspection, the delivery counts as accepted without reservation.

§13. Property and immaterial goods right

The property and immaterial goods right to all projects, approval, software, drawings, sketches, plans, calculations and other facility documents remain with Penta-Electric AG.

§14. Licenses

The customer is responsible for compliance with license regulations and confirms they have read and understood them. Penta-Electric AG is not liable for third-party claims of manufacturers due to non-conformity with their license regulations.

§15. Extent of service

Extent of service is defined in the order or order confirmation, or in the work contract respectively. Services not included are charged additionally at the prices relevant at the time of their performance.

§16. Extra effort as a result of lack of coordination

The customer or construction management respectively is responsible for coordination of the different enterprises within the building operation. Extra effort as a result of a lack of coordination is charged separately.

§17. Indication of volumes in the offer

The measures, numbers and volumes given in the offer (pieces, meters, etc.) are approximate, i.e. they can fall above or below quotes in the offer. This does not entitle the customer to request any changes of the unit prices. Volumes quoted serve as a basis for calculations for the Penta-Electric AG offer.

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§18. Offers and documentations of facilities

Intellectual products that Penta-Electric AG hands over to customers, such as documents, offers, drawings, software, etc. remain the property of Penta-Electric AG. They must not be made available or handed over to third parties, particularly not to competitors. In case of violation, Penta-Electric AG is entitled to demand payment of a contractual penalty of 10% of the amount of the offer, whereas additional compensation explicitly remains reserved.

§19. Work safety and health protection

Without being prompted, the customer provides Penta-Electric AG with all information that can influence the evaluation of work safety and health protection to perform services.

If not defined otherwise, safety measures for work above 1.80 meters of ground clearance are excluded. General safety measures such as scaffolding, fall protection, guard rails, safety nets, ventilation, heating, touch protection etc. always have to be provided by the customer. Costs for additional, not specified measures necessary to guarantee service operations that conform with SUVA and EKAS always have to be paid by the customer. Relevant technical equipment and training such as PSAGa or work under electrical power are provided by Penta-Electric AG.

§20. Asbestos and other health hazard material

If there is any suspicion that there are considerable health hazard materials such as asbestos, etc., Penta-Electric AG has to investigate the danger thoroughly and evaluate the risks. The customer is obliged to inform Penta-Electric AG in writing of possible occurrences of asbestos or other health hazard materials. The customer always pays the costs, particularly for hazard investigation, necessary measures and expert disposal. Work only begins after the mission or work place is officially cleared.

§21. Penetrations, core drillings, cracks

Penta-Electric AG declines all liability for damage to existing, hidden pipes the company had not been aware of.

§22. Project infrastructure

At their own cost, the customer provides project infrastructure appropriate for the project requirements and conforming to norms, such as for example building site equipment, lifting equipment, power and fuel, etc.

§23. Liability

Liability for damage to property or people is limited to CHF 10 million per incident. In addition, Penta-Electric AG is not liable for lost profit, lost savings, and damage from third-party claims as well as for subsequent damage. Penta-Electric AG is not liable for damage caused by a high power, such as for instance natural disasters, strikes, lockouts, unrest, import and export bans, acts of terrorism, lack of power and raw material, etc.

§24. Theft

Penta-Electric AG is not liable for already installed material that was stolen by third parties. Costs for replacement of material as well as potential installation costs are paid by the customer.

§25. Warranty

The duration of warranty is 24 months from acceptance. For product and material deliveries by third-party manufacturers, the manufacturer's respective warranty service regulations apply also towards the contractor, customer or buyer.

§26. Labor piracy

The customer obligates themselves not to headhunt for Penta-Electric AG staff members during and until three years after completion of the service, or support such headhunting directly or indirectly. In case of a takeover, a flat rate of 30% of the annual salary (last annual salary at Penta-Electric AG) is due in the sense of a contractual penalty. Additional compensation remains explicitly reserved.

§27. Data protection and confidentiality

Penta-Electric AG obligate themselves to abide the regulations of data protection legislation and process customer data carefully. The customer deals strictly confidentially with all information that they receive from Penta-Electric AG (particularly codes, login names as well as passwords, etc.). For reasons of security in the interest of the facility owner, everybody involved and, where applicable, all written documents as well as hard and software, have to be protected against access by third parties. If not agreed otherwise contractually, Penta-Electric AG is entitled to use the customer as a reference for potential new customers.