GENERAL TERMS AND CONDITIONS OF LEGAL IDENTITY TENAX®

1. General

1.1 The subject of these terms of use is the relationship between Tenax® AG and the users of Tenax® products (henceforth: Products).

1.2 All of our sales, deliveries and services are based exclusively on the following conditions. Changes and additions must be in writing. None of the contractual partner's general terms and conditions apply unless this has been expressly agreed in writing in individual cases.

1.3 Our offer is not aimed at natural persons, but at entrepreneurs, legal entities under public law or public law institutions.

2. Conclusion of contract

2.1 The products and prices in the online shop count as offers. However, this offer is always subject to the contract-dissolving condition of an impossibility of delivery or an incorrect pricing.

2.2 By clicking the order button you place a binding order for the products contained in the shopping cart. The receipt of the order is confirmed together with the acceptance of the order immediately after sending it by automated email. The contract is concluded with this email confirmation.

3. Prices and terms of payment

3.1 The published prices in the online shop are binding.

3.2 All additional costs such as insurance, customs duties, taxes, export, import or other permits, bank fees and the like are borne by the client.

3.3 Currency: Tenax® AG accepts only CHF, Euro and USD (only on request and prepayment) as a means of payment.

3.4 The following means of payment are available to the customer:

3.4.1 Prepayment: The customer receives the payment information after placing the order. With prepayment, delivery will only take place after receipt of payment. The delivery period begins when payment is received. The products in the Tenax® AG warehouse are reserved until the maximum payment period of 10 calendar days has expired.

3.4.2 Credit card: When paying by credit card, the debit is made when ordering.

4. Delivery

4.1 If the order volume is high, the delivery times shown in the online shop may differ from the actual delivery times. Only the delivery times of our goods specified in the definitive order confirmation are for Tenax® AG delivery times in the online shop are only guidelines and can vary up to 10 days.

4.2 Unless otherwise agreed in writing, the customer can withdraw from the contract in the event of a delay in delivery of 60 days and after a written reminder, whereby claims for damages of any kind are excluded.

4.3 The delivery is considered fulfilled when the goods leave Tenax® AG. The risk of the goods passes to the customer when the goods are transferred to the carrier. The packaging is done with the best care.

4.4 Tenax® AG is also entitled to provide the service owed by it in partial deliveries. The delivered goods remain the property of Tenax® AG until all claims from the order processing have been paid in full.

4.5 The risk passes to the client upon conclusion of the contract (Art. 185 OR).

4.6 The processing time of the orders depends on their type and scope. It is assured that it will be completed as quickly as possible. Unpredictable personnel or equipment failures release Tenax® AG from adhering to agreed delivery times and preclude any claims for compensation that may result.

5. Late payment

5.1 If the customer is completely or partially in arrears with the payment or if insolvency proceedings are opened against the client's assets, Tenax® AG can demand immediate payment of all claims regardless of the agreed payment terms or accepted bills of exchange.

6. Guarantee and liability

6.1 Unless otherwise agreed, our products are only used for further processing or for research purposes. Our products must not be used as additives for food or feed, human or veterinary medicinal products or cosmetics and not for in vivo diagnostic purposes.

6.2 Unless otherwise agreed, Tenax® AG is only liable for the careful execution of the chemical service. Liability for slight negligence or financial loss is categorically excluded. If an order is placed in the name and at the expense of a third party, the representative and the representative are jointly and severally liable to Tenax® AG for the fulfillment of all corresponding obligations. Under no circumstances is Tenax® AG liable for consequential damage and lost profits.

6.3 Expiry dates on our labels and / or certificates of analysis are only valid if the product is stored under the conditions defined by Tenax® AG and the container is unopened and intact.

6.4 We reserve the right to slight deviations in the quality of the products ordered, particularly in terms of quantity and degree of purity, provided the deviations are customary in the trade.

6.5 Our product information and consulting services are provided to the best of our knowledge. All information and services do not release the buyer from his obligation to inspect and test the products themselves and to examine their application for the respective use.

6.6 Tenax® AG's maximum liability for any reason is to replace a defective product or to refund the purchase price.

7. Samples and safety risks

7.1 Tenax® AG's products may fall under the Chemicals Prohibition Ordinance, the European Ordinance on Registration, Evaluation, Authorization and Restriction of Chemical Substances (REACH Ordinance) or other regulatory provisions. The client is responsible for compliance with the regulatory provisions for the storage, handling and use of substances purchased from Tenax® AG.

7.2 Tenax® AG does not guarantee the completeness of the information regarding toxicity, flammability and environmental damage of the chemicals sold. It is the responsibility of the client to take safety-related precautions, to pass them on to persons who come into contact with the product and to inform themselves.

8. Quality assurance and data backup

8.1 Quality assurance and data backup of chemical services and the resulting substances and results:

8.1.1 Tests are carried out according to the current state of the art. Tenax® AG uses public or proprietary methods, unless the client requests otherwise.

8.1.2 Test reports / analysis certificates and raw data are archived for 10 years.

9. Confidentiality

9.1 Tenax® AG undertakes to treat information, process information, analysis findings and procedures from the client's business area that are neither generally accessible nor known as confidential. Disclosure of documents and information as part of official inspections in areas regulated by law is excluded from confidentiality.

10. Force Majeure

10.1 If Tenax® AG is prevented from fulfilling its contractual obligations, in particular from delivering the goods, due to force majeure, Tenax® AG is released from the obligation to perform for the duration of the obstacle and a reasonable start-up period, without being obliged to compensate the customer. The same applies if Tenax® AG is unacceptably difficult or temporarily impossible to fulfill its obligations due to unforeseeable circumstances for which Tenax® AG is not responsible.

10.2 Tenax® AG is entitled to withdraw from the contract if such an obstacle lasts more than ninety (90) days and the fulfillment of the contract is no longer of interest to Tenax® AG as a result of the obstacle. At the request of the customer, TENAX® AG will declare after the deadline whether they will exercise their right of withdrawal or deliver the goods within a reasonable period.

10.3 Tenax® AG is not liable for damage to the customer, costs or expenses that are based on the fact that Tenax® AG was unable to deliver the products and fulfill orders in good time due to the event.

11. Right of withdrawal

11.1 The right of withdrawal only applies to credit card payments.

11.2 You have the right to cancel the order in writing to Tenax® AG within 10 days of receiving the order confirmation, whereby the order cannot be cancelled if Tenax® AG has already shipped the goods.

12. Place of jurisdiction

12.1 Swiss law is exclusively applicable to any disputes. The place of jurisdiction is Kehrsatz, Switzerland.RMC Group

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