

Offers | Contracts

Offers are made without commitment. Contracts are to be considered as concluded only when there is a written order confirmation. All amendments and additions must be made in writing. Statements made by agents are not valid unless confirmed in writing. Descriptions in brochures and price lists are non-binding. We reserve the right to make minor technical, constructive and formal changes. The wood and colour samples may have minor differences in structure and shadings which are unavoidable. Mobimex is unable to accept other business terms unless we have done so expressly in writing. Mobimex products are custom made, and the ordering party is obliged to accept them. Orders cannot be subsequently cancelled. Detailed changes to an order are possible in certain circumstances up to approximately 5 weeks before the confirmed date of delivery. Additional costs will be charged as incurred.

Delivery

The dates stated in the order confirmation relate, in all cases, to the time of arrival of the delivery at the stated customer address. Deliveries can only be undertaken if the purchaser has fulfilled all obligations, including those arising from previous contracts. Punctual dispatch is only possible if all the information needed for production has been supplied in good time. Late receipt of colour samples, sizes, etc, will lead to postponement of the stated delivery date. If delivery charges are included in the price, delivery is to the reception ramp of the purchaser's business premises. Deliveries to private addresses can be agreed upon in special circumstances subject to the customer bearing the additional cost(s). All deliveries exclude moving and assembly. If the date stated in the order confirmation is exceeded, the purchaser must notify Mobimex in writing of failure to deliver, and at the same time, grant a reasonable period of grace. Force majeure, interruptions to normal business activity, industrial disputes or other such delays beyond the control of Mobimex which affect Mobimex or suppliers of Mobimex, shall absolve Mobimex from delivery obligations for the duration of the interruption or its after-effects.

After a period of 2 months has elapsed, either party of the contract shall be entitled to withdraw from the contract without incurring liability for damages. However, this shall only be the case if the customer has sent a prior, written reminder concerning the delivery and the delay was caused solely by us. The customer is not entitled to assert any claims or exercise any rights – of any kind whatsoever – due to delayed delivery. In particular, claims for damages and penalties for breach of contract based on direct, indirect or consequential damage or secondary damage are ruled out.

If the goods delivery is delayed for reasons attributable to the ordering party, the ordering party shall be charged for the costs associated with storing the goods.

Transfer of Risk

Risk is transferred to the purchaser as soon as the goods leave the Mobimex factory by carrier. This also applies if freight charges are borne by the supplier. If goods are picked up from Mobimex, the transfer of risk takes place when they are made ready for collection.

Payment

Payments are not regarded as having been made until the sum concerned is accessible by Mobimex. If payment is not rendered in good time, Mobimex reserves the right to charge interest at a rate of at least 4% above the current interest rate charged for a first mortgage, regardless of whether Mobimex elects to exercise any other rights to which Mobimex is entitled. No express statement of arrears of payment has to be issued. If the purchaser fails to render payment for a period of more than 1 week, or if there are justifiable doubts as to the purchaser's ability to do so, Mobimex shall be entitled to cancel all payment deadlines and, in the case of non-fulfilled contracts, to demand cash in advance or to withdraw from the contract. The ordering party is not entitled to withhold payment, and the offsetting of sums due is only permissible if claims have been legally established or are undisputed.

Terms of Payment

For orders with a gross value over € 20,000.-, a down payment of 60% of the invoice value is required. Payment is due shortly before delivery. The balance is due within 10 to 30 days from the invoice date.

Property

The delivered goods remain the property of Mobimex until the purchaser has satisfied all claims of Mobimex resulting from the business relationship. The purchaser provides surety by assigning their claims from the re-sale of the goods in advance to Mobimex. Provided that Mobimex's claims are satisfied, the purchaser may use the goods to which the Mobimex title applies for regular business purposes and call in their own claims in respect of them. The goods must not be pledged or assigned as surety. Attempts to seize them must be reported to Mobimex without delay. If the fulfillment of the claims of Mobimex are considered to be endangered, the purchaser must permit the recovery of the goods to which Mobimex has title, by Mobimex. The purchaser can notify their customers that their claims have been re-assigned and release the necessary documents to Mobimex. Recovery of goods to which Mobimex has a title does not imply a withdrawal from the contract.

Warranty

Notification in writing of defects in delivered goods, quantity discrepancies or incorrect deliveries must be sent no later than 7 days after the goods have been received. Concealed defects must also be notified in writing as soon as they are discovered. Failing this, the purchaser's right to complain is nullified. This is also the case if the delivered goods were incorrectly treated, modified or repaired by the purchaser without permission from Mobimex. The right of complaint expires, in all cases, 24 months after receipt of the goods.

Excluded from the warranty are signs of wear/usage, damage caused by improper storage and damage due to special versions requested by the customer.

Wood is a natural product and differences in the shades of colour, in the structure of the wood and in the dimensions are thus possible. This applies in particular to shades of colour from colour samples and to supplementary deliveries. These differences do not constitute a reason for a complaint.

If a complaint is justified, Mobimex will either repair or replace the article concerned, as deemed by Mobimex, including transport from and to the customer. For deliveries of spare parts and remediation work, the same warranty deadline shall apply as that for the original delivered items. No other claims whatsoever will be entertained, especially for damage that has not occurred on the delivered items themselves. In the event of a repair or replacement delivery proves to be impossible, the purchaser may return the goods or demand a price reduction. No further claims, in particular in respect of consequential damage, loss of profits as well as other direct or indirect damage, will be entertained.

Damage in Transit

For technical insurance reasons, damage in transit must be recorded on the bill of lading immediately after the goods are received. Damage in transit that is not visible externally must be noted in writing to the carrier or to Mobimex within 7 days of receipt of the goods. The recipient must prove that the damage was caused by the carrier. If the bill of lading is counter-signed, or if the goods are moved to another place by the recipient, and in all cases, 7 days after their receipt, all claims become null and void.

Liability

Claims for damages against Mobimex can only be entertained if the damage was caused deliberately or by gross negligence. In all other cases, no claims for damages will be entertained.

Concluding Provisions

The point of origin for deliveries and payments is CH-5703 Seon, Switzerland. Jurisdiction for contracts between private citizens and / or legal entities is the Regional Court in Lenzburg. Swiss law shall apply to the contractual relationship. However, we are also entitled to prosecute the customer at their legal domicile. The application of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods SR 0221.211.1) is explicitly ruled out. In the event of individual provisions being inapplicable, the remaining provisions shall remain in force. The rights of the purchaser, as per the contract, are not transferable.