

General Business Terms and Conditions (AGB) of REFA International AG

REFA International AG
Vic. Ponte Vecchio 3-5
CH-6600 Locarno

§ 1 Scope of Application

Delivery, performance and offers are subject to the following terms and conditions. They also apply to all future business relations even if they are not expressly agreed again. Conflicting terms and conditions of the buyer or any third parties are expressly excluded.

§ 2 Offers and Contracts

Offers, brochures, advertisements, etc. are not binding and also the prices contained therein. Only valid is the current price list. A binding contract is concluded by a written confirmation of the REFA International AG. In the absence of such written confirmation, the contract will be achieved by written order of the buyer and the issued invoice of REFA International AG, or by acceptance of goods or services by the purchaser or a third party authorized to do so. Contract amendments must be in writing if they are primary obligations of both parties. Obvious calculation and typographical errors entitle the REFA International AG to correct these, even with already issued invoices.

§ 3 Lack of Capacity

The buyer bears any loss or damage resulted from lack of capacity to act of his person or third party, unless the restriction of the action and the corresponding names and addresses of his authorized representative has been notified in advance of the REFA International AG in writing.

§ 4 Errors arising in the transmission of messages

The damage resulted from the use of postal, telegraph, telephone, telex, fax, E-mail and other communication or transportation centers, especially from loss, irregularity, delays, misunderstandings, mutilation or double copy is solely borne by the buyer.

§ 5 Prices

Unless otherwise specified, prices remain binding. The prices are inclusive of statutory value-added tax.

§ 6 Delivery and payment time

Delivery dates and deadlines are binding, if this was specifically agreed in writing expressly. Otherwise, all delivery dates or deadlines are not binding.

§ 7 Failure of the supply obligation

The supply obligation of REFA International AG is void, if circumstances beyond control occur, which make the supply impossible or substantially more difficult, e.g. regulatory actions and dispositions, partial or complete quiescence of the delivering factories, strikes and public disturbances, loss of personnel due to illness or death. The obligation of the REFA International AG shall be forfeit particularly if it precluded by the force majeure. The Buyer does not have the right to compensation for damages in all cases.

§ 8 Guarantee

The REFA International AG guarantees that the sold service will be provided with the best knowledge and belief. A liability for made statements in the context of the seminars or counseling is expressly excluded. The REFA International AG does not provide legal advice.

§ 9 Retention of Title

The REFA International AG reserves the right to ownership until all claims that entitled to the REFA International AG for any legal reason against the buyer.

§ 10 Payment

Unless otherwise agreed, all invoices of REFA International AG shall be paid immediately after the invoicing date without any reduction. Cash discounts are not provided in the calculation of the REFA International AG, so the early payment will never be entitled to a discount. In cases where no payment is made by the end of the payment period, the buyer shall be in default in particular without an explicit reminder. The REFA International AG is entitled to offset payments against older debts, first of all for costs, then for interests and at last for the principal claim. If the buyer is in default, the REFA International AG is entitled from this point to charge interest amounting to 9 %. If the REFA International AG has granted the buyer a right of partial payment in writing, and it is in default in payment of an installment for more than 7 days, the outstanding total sums including all interest and expenses fall due for immediate payment.

§ 11 Withdrawal

The REFA International AG is entitled to withdraw except for the legally-specified named cases, if there is an objective justification.

§ 12 Severability clause, Jurisdiction

If any provision of these general terms and conditions or any provision within the frame work of other agreements is or becomes invalid, the validity of the remaining provisions or agreements shall not be affected hereby. The regulation, which comes closest to the purpose sought by the respective in effective clause, steps in its place.

§ 13 Applicable Law and Jurisdiction

The legal relations between the REFA International AG and the buyer shall be governed by the substantive Swiss law, even if the buyer's registered offices are abroad. Where permitted by law, place of performance, place of operation and the exclusive place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship, is the seat of REFA International AG. It also has the right to institute proceedings against the buyer before the competent court at the domicile of the customer or before any other competent court.