

HHC Terms and Conditions of Sale

General

These general terms and conditions of sale and supply apply to all supplies of goods and services (hereafter called goods) referred to in the offer or in the seller's order confirmation, unless agreed otherwise in writing.

The purchaser's conditions of purchase are not applicable even if no specific objection has been made to them.

Acceptance of the goods signifies in all cases recognition of these conditions by the purchaser. In so far as these conditions do not contain any regulations, the Swiss law of obligation applies.

All communications relating to transactions made under these conditions must be in written form, by letter, fax or email; the written form may be renounced only by written agreement.

Offers

Offers made by the seller are, subject to special agreement, binding only if accepted immediately by the purchaser and are in any case subject to these general terms and conditions of sale and supply.

Orders

Orders for supplies become binding upon confirmation of the order by the seller. This will be given in writing following clarification and acceptance of all details. Verbal or written agreements and changes to orders that have been placed likewise require written confirmation by the seller in order to become valid.

The seller may agree in writing to the cancellation or alteration of a confirmed order if the state of the works permits. Any costs arising from the cancellation or alteration of an order will be borne by the purchaser.

Delivery Terms

Next day despatch if in stock item for orders received Monday to Wednesday am. Non stock items or orders received after 12.00 Wednesday will be despatched the following Monday.

Payment Terms

Unless otherwise stated in our order confirmation or quotation or varied by written agreement, terms of payment of payment are ex works Geneva, net 30 days from date of invoice.

Payment by Mastercard / Visa / Amex is available on line through the PayPal system. If the purchaser fails to meet a deadline for payment, interest at a rate of 1% for each month that starts from the date the payment was due, may be applied without a written reminder.

If the purchaser is in default with payments for supplies he has already received, the seller has the right to rescind in writing the part of the order not yet executed without allowing any further time and to cancel all orders already confirmed but not yet executed. The purchaser must compensate the seller fully for damages arising there from.

Payment of the amounts due for supplies delivered may not be refused upon any grounds. The purchaser is not entitled to set-off any amount without the prior written agreement of the seller. If the purchaser does not comply with the terms of payment or if he is unable to make payment, all outstanding credit balances become due for payment irrespective of the agreed payment deadlines and may be claimed by the seller

Force Majeure

Events of force majeure release the seller from the fulfilment of his supply obligations. In such events the purchaser renounces claims of any kind.

Instances of force majeure include, inter alia, mobilization, war, sabotage, strike, lock-out, revolution, orders from the authorities, embargo, flooding, storm, fire and other elemental occurrences as well as all other unforeseen factors such as interruption of the power supply, delayed or defective supply of raw material or breakdown of machinery or tools at the seller's works or at those of one of his sub-contractors.

Force majeure events also include transport difficulties or delays, late availability of means of transport, traffic delays.

Reservation of Title

The seller remains the owner of the goods until he has received the payment owed for them in full.

The purchaser is obliged to take the necessary measures to protect the supplier's property. The purchaser concedes to the seller the absolute right to have the reservation of title recorded in the official register at the purchaser's registered offices.

The processing, reshaping or blending of the supplied goods by the purchaser does not affect the seller's title. If the goods supplied are processed or blended with other objects not belonging to the seller, he acquires joint ownership of the new object in proportion to the value of the goods supplied at the time of processing.

The purchaser will for the duration of the reservation of title protect the goods supplied at his own expense and will insure them against theft, fire, lightning, water and damage from the elements. Furthermore he will take all necessary steps to ensure that the seller's claim to title is neither diminished nor revoked.

Minimum Order Level

HHC has no minimum order level but shipping costs will be added to orders below 400 Euros. (See below).

Shipping Costs

Orders of non dry ice items above 400 Euros are shipped FOC. Orders below 400 Euros incur a shipping charge of 25 Euros.

All dry ice orders incur an order handling charge of 65 Euros. Dry ice orders below 400 Euros incur a 40 Euro shipping charge.

Guarantee

The seller's liability for defects in the goods supplied is restricted to free replacement or repair of the goods for a guarantee period of six months from the time of despatch of the goods or until the expiry date of the product. The goods replaced by perfect goods become the property of the seller.

Furthermore the purchaser has no claims of any kind against the seller, in particular any ongoing rights to substitution, reduction or compensation for damages arising through defective supply. Excluded in particular are all claims by the purchaser for compensation for indirect or consequential damages (including lost orders, income or profits, recall costs, interruption of work, claims by third parties) and for all other costs that the purchaser may incur in connection with the supply of the defective goods.

A complaint does not entitle the purchaser to withhold payment of the price of the goods in question.

Product Liability

The seller is liable for the goods supplied within the scope of the law.

Place of jurisdiction and applicable law

The place of jurisdiction for the seller and the purchaser is the registered offices of the seller. However the seller has the right to take action against the purchaser at his registered offices. The legal relationship is subject to Swiss law, with the express exclusion of the United Nation's Convention on Contracts for the Sale of Goods (Vienna Convention).
