

General terms and conditions Rodent AG

1. General terms and scope of application

1.1 The general terms and conditions of Rodent AG apply exclusively to all deliveries and services. Deviating or supplementary terms and conditions of the customer are only valid if they have been expressly accepted by Rodent AG in written form.

1.2 Collateral agreements, alterations and amendments to an existing contractual relationship must be confirmed in writing by Rodent AG in all cases.

2. Orders and prices

2.1 The prices listed in our offers, product lists and catalogues are in CHF or EUR or the currency indicated, excluding VAT, packaging and shipping costs. We reserve the right to make changes and price adjustments.

2.2 The offered prices are valid for three months from the date of the order confirmation. If longer delivery periods are necessary, the prices valid on the day of delivery will be taken into account in the event of differing prices.

2.3 Made offers are valid for 1 month, unless otherwise agreed.

2.4 We reserve all property rights, copyrights and all other rights to any documents and objects, such as drawings, cost calculations, samples or models, made available to the customer in connection with our offers. The customer is not entitled to disclose these or any other information to third parties without our prior written consent.

2.5 The minimum order value for delivery for consumers within Switzerland and the Principality of Liechtenstein is CHF 100.00 (net goods value). For deliveries within the European Union, the minimum order value is EUR 100.00 (net goods value).

3. Payment conditions

3.1 Unless otherwise agreed, the payment has to be made within 30 days from the date of invoice. In the event of a payment delay, Rodent AG reserves the right to issue a reminder 15 days after the expiry of the payment period, which will be subject to a processing fee of CHF 15.00, and to charge interest at the rate of 5% p.a. from the date of the reminder.

3.2 In case of doubt, Rodent AG is entitled to fulfil outstanding deliveries against payment in advance or other securities only. If these requirements are not provided, Rodent AG is entitled to withdraw from the purchase contract without the customer being entitled to any compensation claims.

3.3 The customer is only entitled to offsetting rights or deduction of amounts if his counterclaims have been legally established or recognised by Rodent AG in written form.

General terms and conditions Rodent AG

3.4 Rodent AG is authorised to issue invoices electronically to the customer, i.e. to send invoices as PDF files by e-mail. Further information can be found in the data protection declaration.

4. Delivery Terms

4.1 The delivery period is defined bilaterally in consultation with the customer. Ordered products will be delivered immediately, if available in stock.

4.2 If it is not possible to comply with the delivery period due to force majeure, e. g. strike, official measures, traffic disruptions, unforeseen shortage of materials or similar events, the delivery period may be extended by the duration of the events without the customer being entitled to any claims. This shall also apply if these circumstances occur at our suppliers or sub-contractors.

4.3 If Rodent AG is in delay of delivery, the customer may only withdraw from the contract if Rodent AG is responsible for the delay and has been given a reasonable period of 30 days to fulfil the obligations.

4.4 Rodent AG is entitled to partial deliveries and other deviations from the order, for example in form, colour and packaging.

4.5 Shipping is at the expense of the customer, unless otherwise agreed. Rodent AG chooses the most cost-effective shipping method, unless otherwise requested by the customer.

5. Transfer of risk

5.1 The risk is transferred to the customer when the delivery is handed over to the person or organisation carrying out the transport, even if Rodent AG bears the costs of the shipment.

5.2 At the customer's request, the delivery can be insured at customer's expense and according to the specifications.

6. Retention of title

6.1 The delivered goods remain the property of Rodent AG until full payment of all claims arising from the business relationship between the customer and Rodent AG.

6.2 The customer is obliged to treat and handle reserved goods with care and to store them properly.

6.3 In the case of a breach of contract by the customer, especially in the event of default in payment, Rodent AG has the right to take back the entitled goods after setting a reasonable deadline.

General terms and conditions Rodent AG

7. General conditions for the return of goods

7.1 After consultation with Rodent AG, delivered products can be returned or exchanged by the customer within 14 days of the delivery date, provided that they are in their original packaging and in perfect, resalable condition. Sterile or pre-sterilised disposable products are generally excluded from repossession.

7.2 Returns of products must be made with an original copy of the delivery note and the corresponding invoice.

7.3 The return of products is at the expense and risk of the customer. Incomplete or damaged returns are excluded from redemption.

7.4 Products produced, ordered or specifically respectively sterile packaged at the customer's request cannot be returned at all.

7.5 A return of products may result in costs for control and quality assurance, for which Rodent AG reserves the right to charge a processing fee of at least CHF/EUR 20.00 or a maximum of 20% of the sales price.

8. Warranty and liability

8.1. The customer is obliged to check the received materials for defects after receipt immediately. Rodent AG must be notified in writing of any defects found within 7 days of receipt of the goods.

8.2. In case of a justified and timely notification of defects, the delivery contract will be subsequently fulfilled, at the discretion of Rodent AG, either by repair or replacement. Rodent AG must be granted a maximum period of 30 days for replacements.

8.3 Rodent AG is only liable for damages due to defects in deliveries or other services in case of intent or gross negligence. There are no claims for defects due to natural wear and tear or damage after the transfer of risk as a result of improper or negligent handling by the customer or third parties.

8.4 Material defect claims expire 12 months after transfer of risk.

9. Additional conditions

9.1 All customers are obliged to notify Rodent AG immediately of quality defects and in particular of defects that obviously endanger or could endanger the health of persons directly or seriously.

General terms and conditions Rodent AG

9.2 Should an article in these terms and conditions or in the context of other agreements be or become invalid in whole or in part, the validity of all other articles or agreements shall not be affected. Ineffective articles shall be replaced by valid ones that come closest to the purpose of the ineffective term.

10. Applicable law and jurisdiction

10.1 For all rights and obligations resulting from deliveries and services, the registered office of Rodent AG is the place of fulfilment and jurisdiction. In business transactions with Rodent AG, the legal courts of the Canton of St. Gallen are agreed as the place of jurisdiction for legal disputes for which the courts are competent. Rodent AG is entitled to take legal action at the customer's registered place of business optionally.

10.2 All contracts and agreements are subject to the law of the Swiss Confederation, even if the customer is located in another state.

Montlingen, 23rd March 2023