

General terms and conditions

1. Contract

- A contract comes about when an official placing of an order (email ok) is available and both parties generally agreed with the modalities.
- The purchaser accepts the described terms and conditions. Requested changes need an official acceptance by rs-global GmbH.
- rs-global GmbH can change terms and conditions anytime without informing current business partners in a specific way.
- Changes which will concern business partners, will be communicated in written form.

2. Responsibilities (rs-global GmbH)

- rs-global obligates oneself to provide all declared performances/products with the goal of highest customer satisfaction. For damages which occur due failures or misshandling by rs-global GmbH employees vouch rs-global GmbH.
- rs-global GmbH vouch only for declared performances/products in the order. For damages due disturbances, delays, disruptions or abortion of work or deliveries which occur due third parties or act of nature beyond control, rs-global GmbH will not be liable.
- rs-global GmbH can resign anytime from the contract when performances/products according contract can not be supplied/delivered/executed satisfied due disturbing circumstances occurred by third parties or act of nature beyond control.

3. Resonsibilities (Business partner)

- The business partner obligates oneself all for performances/products/agreements needed documentation and Information to hand over to rs-global GmbH on time, latets 48 hours before service provison.
- If the business partner is not following the above mentioned delivery time and difficulties, delays for the execution of rs-global GmbH Services/Performances occur with additional costs, rs-gloval GmbH will have the right to charge this additional cost to the business partner.
- When due the service provison of rs-global GmbH in any way a violation of applicable law will happen, only the business partner is liable for it.

4. Warranty

- Services/Performances/Products delivered from rs-global GmbH have to be checked within 24 hours by the purchaser/business partner. Any deficits have to be communicated in wirtten form to rs-global GmbH within 3 days after service execution.
- Possible deficits or faults of the Service will be balanced wheter with additional work within an agreed time frame or by adapted cost reduction.
- Warranty duty by rs-global will be dispensed in case of changes on delivered, installed products or Maintenance-/ Service- executions by non-authorized personnel.

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5. Invoicing for provided products/performances

- All provided Services/products/performances by rs-global GmbH will be charged according agreed price and payment conditions and have to be paid, no deductions is allowed.
- Additional expenses which occur during the Service and are necessary to complete the performance are allowed according terms. The customer will be informed officially about such happenings.
- Additional performances will be charged with the normal service fees. rs-global GmbH can always inform about actual fees.

6. Term of payment

- If there are no separate payment terms agreed in a contract /quotation apply :
«payment netto within 10 days after Invoice date»

7. Payment reminder or enforcements

- From day 1-5 after time/term of payment apply first reminder-fee of:
“5% of gross amount project incl. VAT or minimum 50.00 EUR”
- From day 6-10 after time/term of payment apply first reminder-fee of:
“10% of gross amount project incl. VAT or minimum 100.00 EUR”
- After passing 10 days after payment terms/time initiates automatically an official enforcement.

8. Cancellation / termination

- An order can basically be cancelled from both parties within 24 hours after ordering date (00.00h) with an official letter or email.
- Cancellation after the allowed time frame rs-global GmbH charges 50% of the order volume incl. VAT.
- Cancellations of a contract with agreed frequent performances/services is allowed by end of the following month unless another agreement exists between the parties.
- A cancellation/termination has to be placed in written form
- Cancellations/terminations exempt rs-global GmbH or business partners from agreed performances/services and payments.

9. Court of jurisdiction

- Court of jurisdiction for businesses with rs-global GmbH is in St.Gallen Switzerland. rs-global GmbH can also place its claims at the court of jurisdiction of the business partner. A possible exclusive jurisdiction will remain untouched. Swiss law is essential.

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