

frischknecht ag and frischknecht legno gmbh, 3645 gwatt/thun, january 2026

## general terms and conditions

<b>general</b>	our general terms and conditions are the basis for all our selections, offers, order confirmations and agreements. differing conditions proposed by the buyer that we do not expressly recognize in writing are inapplicable, even if we do not expressly object to them.
<b>sia-norms</b>	unless otherwise agreed, the applicable sia norms shall apply.
<b>vhp und isp datasheets</b>	unless otherwise agreed, the datasheets of the associations vhp and isp are contract elements with the corresponding state-of-the-art technology.
<b>prices</b>	the price quotations in the selection certificates and offers of frischknecht ag and/or frischknecht legno gmbh are non-binding. all price changes shall be immediately adjusted without any special notification.
<b>vat</b>	the vat is not included in the prices.
<b>payments</b>	the invoices of frischknecht ag and/or frischknecht legno gmbh are payable net within 30 days. the end of the payment period shall be the expiry date agreed upon. following 45 days after the invoice date, default interest of 6% shall be calculated.
<b>delivery deadlines</b>	the displayed delivery deadlines are only approximate estimates, which means they do not constitute a binding obligation of frischknecht ag and/or frischknecht legno gmbh.
<b>delivery conditions</b>	<p>the prices are to be understood as from our warehouse in gwatt/thun. transport costs will be invoiced separately according to the quotation and/or order confirmation.</p> <p>these terms apply to deliveries to the depot or to the construction site in the valley floor provided there is good access for large trucks. a surcharge will be imposed for mountainous areas. for deliveries ex works, a transport amount will be invoiced according to producer. deliveries by rail or post take place at the expense and risk of the recipient. warehouse goods and non-warehouse goods will only be supplied in box loads. business refuses any claims for damage compensation due to delayed delivery, especially as a result of shortage of goods in the factories or temporary goods shortage in the warehouse.</p>
<b>packing</b>	packing materials and pallets shall be invoiced separately in all cases. unpaid pallets remain our property.
<b>returned goods</b>	taking back of materials only takes place following prior approval of frischknecht ag and/or frischknecht legno gmbh and with submission of a copy of the invoice or delivery order with a deduction of 20% of the purchase price, as long as the same color shade is in stock at frischknecht ag and/or frischknecht legno gmbh. there is no legal entitlement to taking back of goods. products and auxiliary materials supplied ex-factory will not be taken back. only unopened original packages in clean and perfect condition can be considered.
<b>color shade differences</b>	it is expressly pointed out that color shade differences can occur between the samples in the showroom and the delivered goods. due to the burning process, no guarantee of similarity of color tone can be given. this is not so much a case of faults/defects in the raw materials used or in their processing but rather a natural characteristic of the end products fired at high temperatures (sia norm 248). due to the natural source of the basic materials, no guarantee can be given for sameness of color shade in the case of natural stone and artificial stone or in the case of wood and textile materials.
<b>laying work</b>	it is necessary to show the client, builder, architect and foreman the supplied materials for inspection prior to laying work, so that no misunderstandings occur regarding sample conformity as well as method of laying, joint layout, color, etc. at the present time, many plate products with a distinctive play of color tones are offered within the same color nuance. such plates – glazed and unglazed – should be taken from different boxes and mixed together for laying, so that as much as possible an even and consistent play of color tones can be realized. in case of continuation of a project or follow-up deliveries, one must pay particular attention to the question of the color shade prior to continuing the laying work.

<b>waiting times for laying projects</b>	laying appointments agreed upon with the construction management or their representatives are binding. if it is not possible to begin the work as agreed, the corresponding idle time/waiting time and transportation costs shall be invoiced.
<b>control of goods and notification of defects</b>	all materials should promptly (within 10 days following delivery of goods at the latest) be inspected regarding completeness, color shades, caliber, evenness and sorting, and defects should be reported when necessary. defects that are only recognized at the time of laying should be reported immediately following the start of laying work, in other words, after laying 1 to 2 square meters at the latest. this provision also holds when the purchaser does not receive the goods personally. notifications of defects must be carried out in writing within 10 days at the latest.
<b>warrantee claim</b>	the warrantee claim of the purchaser is forfeited if the goods are not properly checked and the notifications of defects do not take place within the time limit. frischknecht ag and/or frischknecht legno gmbh does not provide any warranty obligation if damage is due to laying work that does not agree with the relevant sia norms or recognized rules of architecture, or is otherwise defective. the warranty rights of the purchaser are limited to the cost-free replacement of the faulty material. other warrantee claims are not accepted.
<b>service expense / material and delivery costs, samplings</b>	in case of samplings, the service expenses as well as materials costs and delivery costs that exceed the usual amount shall be billed to the responsible party. on receipt of the order, these costs shall be waived as long as no other provisions/agreements have been made.
<b>toxicity category: caution!</b>	in case of products in toxicity classes 4, 5 and 5s, attention should be paid to the warning on the package.
<b>data protection</b>	you can find our data protection declaration on our website at <a href="https://www.frischknecht-ag.ch/datenschutzerklaerung-der-frischknecht-ag/">https://www.frischknecht-ag.ch/datenschutzerklaerung-der-frischknecht-ag/</a>
<b>court of jurisdiction</b>	the court of jurisdiction for disputes resulting from an agreement with frischknecht ag and/or frischknecht legno gmbh, 3645 gwatt/thun is located in thun. swiss law shall apply.