

General Terms and Conditions

of Toscano AG, Naturstein, CH-7440 Andeer, hereinafter referred to as the Supplier.

1. Applicability of the Terms and Conditions

The general terms and conditions are based on Swiss law and apply within Switzerland and the European Union, provided that the parties expressly or implicitly acknowledge them. Changes and additional agreements are only effective if confirmed in writing by the Supplier.

Furthermore, the provisions of the Swiss Code of Obligations regarding the purchase agreement (Art. 184ff. CO) as well as other Swiss laws and regulations apply. If any provision of this agreement is invalid or if the agreement contains a gap, the validity of the remaining provisions shall not be affected. In place of the invalid provision, an effective provision shall be deemed to have been agreed from the beginning, which comes closest to the economic intent of the parties. The same applies in the event of a gap.

2. Offers

Offers are valid for 3 months unless otherwise agreed in writing. For quotations issued in Euro, the current monthly average exchange rate of the Swiss Federal Tax Administration, Bern (ESTV), shall be used as the basis. If the exchange rate deviates by more than 5% from the monthly average rate at the time of delivery, the Supplier is entitled to adjust the invoice in line with the exchange rate change.

3. Order Confirmation

An order is accepted when the customer signs the order confirmation and sends it to the Supplier by email, fax, or mail. If the customer requests a subsequent change to the order confirmation, the Supplier will inform them whether the change is possible and what impact it will have on the provision of services, deadlines, and prices. Changes do not apply to products that have already been produced or delivered.

4. Delivery Deadlines

The Supplier undertakes to deliver the products within the delivery deadlines specified in the order confirmation, while the customer undertakes to accept and pay for the ordered products within the predetermined time. The delivery period only begins to run upon receipt of the signed order confirmation by the Supplier. The Supplier rejects any claims for damages due to delayed delivery, especially if such delay is due to force majeure (power failure, adverse weather conditions, accidents and illness, significant operational disruptions, labor disputes, delayed or faulty deliveries, geological irregularities, epidemics or pandemics, and government measures, etc.).

5. Fulfillment of the Contract

Unless a special place of fulfillment has been agreed upon by the parties, delivery shall be deemed to have occurred when the products are made available at the production site in Andeer (ex works). Risk and use pass from the supplier to the customer upon dispatch of the goods from the supplier. The supplier shall not be liable for damages, breakage, or loss during transportation, including delivery delays. This also applies if the supplier organizes and invoices the transportation on behalf of the customer (through a third-party company).

The goods must be inspected immediately upon receipt. Any complaints must be made in writing within 8 days of receipt. If the customer fails to notify within this period, the products will be deemed to be free of defects, and the delivery will be deemed accepted. Any complaints do not entitle the customer to reject the delivery in whole or in part, unilaterally reduce the price, or modify the payment terms. The complaints will be jointly examined, and if found to be justified, the customer and supplier will agree on replacement delivery or credit.

Our products are natural materials subject to natural variations in color, structure, and material properties. The supplier assumes no liability for color differences, cloudiness, pores, and natural characteristics of natural stones that result in changes in technical material values. It is expressly agreed that samples provided to the supplier are not binding but serve only as an indication of the delivered material. San Bernardino Silver contains the mineral Limonite, which can partially cause reddish or golden-yellow discoloration. These discolorations are not considered defects and are expressly accepted by the buyer.

6. Prices and Payment Terms / Retention of Title

The prices stated in the offer are binding for the agreed validity period. For domestic deliveries, value-added tax will be added at the currently applicable rate (i.e., all prices mentioned are exclusive of VAT). For deliveries abroad, value-added tax may be waived upon presentation of the corresponding export customs certificate. If the export customs certificate is not provided by the customer or its forwarding agent, the supplier is entitled to claim the value-added tax.

Deliveries abroad generally require advance payment.

The purchase price must be paid within the agreed time specified on the invoice. If a discount has been agreed upon, the discount deduction is only permissible during the agreed shorter payment period. In case of delayed payment, any discount deduction will be reversed. After the payment deadline has expired, default interest of 5% and any other expenses (collection fees, etc.) will be charged without further notice. Transfers from abroad must be executed free of charge via SEPA.

The goods remain the property of the supplier until full payment has been received, even in the event of further processing or resale to third parties.

7. Other Provisions

In case of discrepancies or contradictions between different language versions (including terms and conditions or company website), the German version shall prevail.

8. Jurisdiction

The registered office of the supplier shall be the place of jurisdiction for any legal disputes arising from this contractual relationship. However, the supplier may also invoke the court at the customer's registered office or domicile.

9. Terms and Conditions

Acceptance By placing an order (signing the order confirmation, see point 3), the customer expressly declares acceptance of these general terms and conditions. The supplier reserves the right to amend the terms and conditions at any time.