

RONDA AG - General terms and conditions

Scope of application

These General Terms and Conditions (hereinafter GTC) apply, subject to other written agreements, to all contracts for the sale by Ronda of movements, assemblies and individual components for the watch industry and other products (hereinafter goods), as well as to contracts for the assembly, repairs, conversions or other services of Ronda (hereinafter service) with its customers (hereinafter customers or customer). A unilateral amendment of the GTC by Ronda is possible and shall be deemed accepted by customers if they do not notify Ronda of their objection in writing within four weeks of the notification of amendment. The General Terms and Conditions of Ronda shall apply exclusively, unless otherwise agreed in writing by the parties.

Conclusion of contract

Enquiries regarding goods and services on the part of the customer and offers from Ronda shall not be deemed to be an application to conclude a contract. The customer's written order, on the other hand, embodies the application. With the corresponding order confirmation from Ronda, acceptance takes place and the contract is concluded.

Cancellation

The cancellation of orders by the customer is generally excluded. In exceptional cases, the customer may submit a written request for cancellation. In such cases, Ronda reserves the right to charge the customer for any costs incurred.

Changes to the confirmed delivery date

A change to the delivery date confirmed by Ronda is generally not possible. Should Ronda nevertheless accept a postponement, the customer may be invoiced directly for the associated costs and a processing fee.

Delivery

Ronda shall deliver in accordance with Incoterm FCA (free carrier, Incoterms 2023), according to which the customer shall bear the costs for packaging and transport from handover to the first carrier. Ronda shall bear the costs until handover to the first carrier (excl. packaging). The place of fulfilment is Lausen BL. The customer must inspect the delivery upon arrival. Complaints due to incorrect deliveries or deviations in quantity must be made in writing within three working days, otherwise the delivery shall be deemed to have been accepted in full.

Ronda shall endeavor to deliver on time whenever possible. However, delivery periods or dates specified are merely non-binding information and are never a firm deal. If necessary, Ronda has the right to make partial deliveries. Deliveries may be withheld in the event of late payment.

Prices

Unless otherwise confirmed, all prices are quoted in Swiss francs (CHF) and are net, i.e. they only include the value of the goods. All additional costs such as VAT, packaging and shipping costs, insurance, customs duties or the advance disposal fee (for domestic deliveries in Switzerland) shall be borne by the customer. Price lists are non-binding and can be adjusted by Ronda at any time.

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Payment

The terms of payment according to the order confirmation apply. Invoices are to be paid net and without any deductions. After the expiry of the payment deadline, the customer shall be reminded to pay. From the first reminder, the customer shall be in default and Ronda shall be entitled to charge a reminder fee of CHF 20 per reminder plus any interest on arrears.

If outstanding invoices are still not paid after the third reminder, Ronda may take legal action (e.g. debt enforcement).

Transfer of ownership and risk

Ownership of the goods shall be transferred to the customer upon full payment of all claims arising from the contractual relationship (retention of title).

The risk, on the other hand, is already transferred when the order is handed over to the first carrier. In the event of collection by the customer, the risk transfer shall take place when the goods are made available by Ronda.

Warranty and guarantee provisions

Ronda shall be liable for the warranted characteristics of the goods in accordance with the technical specifications and for significant defects. The customer must also inspect the goods received in this respect and report any defects immediately in writing to.

For a period of two years from the date of delivery, Ronda shall assume responsibility for material and production defects at its own expense. The warranty services shall be limited to repair or replacement of the defective goods, at Ronda's discretion. The warranty claims shall lapse if the customer is at fault. Batteries are excluded from these provisions.

Liability

Ronda shall only be liable for damage caused by gross negligence or willful misconduct. Any further liability is excluded, in particular for costs incurred for the assembly or disassembly of movements or components and for damage caused directly or indirectly by the delivered goods or their use.

Ronda's liability shall in any case be limited to the sales or order amount.

Intellectual property rights

The customer acquires only the goods. The intellectual property remains with Ronda.

Legal information

The exclusive place of jurisdiction for all legal disputes between the parties is Lausen BL. The contractual relationship between the parties shall be governed exclusively by Swiss law, excluding the conflict of laws rules and of the Vienna Sales Convention (CISG).

Only the German version of these GTC is legally binding.

