General Terms and Conditions (GTC) of Adolf Kühner AG

Scope of application

These General Terms and Conditions (GTC) apply to all contracts, deliveries, and other services between Adolf Kühner AG, Dinkelbergstrasse 1, 4127 Birsfelden, Switzerland (hereinafter referred to as "Kühner AG") and its customers, unless otherwise expressly agreed in writing. All offers made by Kühner AG are subject to change without notice, unless they are expressly designated as binding in writing.

The GTC apply to both consumers and companies within the meaning of the Swiss Code of Obligations (CO), whereby in all cases the mandatory provisions on consumer protection take precedence.

Contract conclusion

A contract is concluded when Kühner AG accepts an order from the customer by means of a written order confirmation or when it delivers the ordered goods or provides the service.

Changes or additions to the order require written confirmation by Kühner AG.

Products and services

Kühner AG is a leading manufacturer of shaking machines and offers a wide range of products from bench-top shakers to industrial shakers. In addition, Kühner AG also manufactures bioreactors and online measuring systems and distributes laboratory equipment from renowned international companies.

In addition to sales, Kühner AG also offers services such as repair, maintenance, installation, commissioning, calibration, and qualification (e.g., IQ/OQ, FAT/SAT).

All products are characterized by high quality, functionality, reliability, and durability.

Prices and payment terms

The prices valid at the time of ordering apply. Invoices are payable within 30 days of the invoice date without deduction, unless otherwise agreed.

Kühner AG is entitled to demand full or partial advance payment in the offer or order confirmation. In this case, delivery or performance will only take place after full payment has been received. Until this point in time, Kühner AG is not obliged to deliver or perform any services and does not assume any further contractual obligations.

In the event of late payment, Kühner AG is entitled to charge default interest at a rate of 5% p.a. as well as reminder fees and to suspend further deliveries until full payment has been received.

Delivery and shipping

Delivery is ex works (EXW – Incoterms 2020) Birsfelden, Switzerland. Risk is transferred to the customer upon delivery of the goods to the place of performance, at which point the customer assumes full responsibility for the goods. Shipping costs are borne by the customer, unless otherwise agreed in writing.

Delivery times are non-binding unless they have been expressly agreed as binding. Kühner AG is not liable for delays due to force majeure or other circumstances beyond its control.

Provision of services

For the purposes of these GTC, the services include, in particular, maintenance, repair, installation, commissioning, calibration, qualification (e.g., IQ/OQ, FAT/SAT), and all other technical or consulting services that do not constitute product delivery.

The services shall be provided in accordance with the relevant offer or order confirmation. The customer must ensure that all prerequisites necessary for the execution of the services (e.g., access to the machine, power supply, safety, approval to carry out the qualification protocols, etc.) are met.

In addition, the necessary measures for decontamination and disinfection of the machines must be ensured in accordance with the document "F0003_Declaration of Safety Maintenance / Return_V01_final (ID 115317).docx".

The customer undertakes to provide Kühner AG's service personnel with appropriate support and to ensure a safe and accessible working environment. Any missing requirements, waiting times, or additional costs attributable to circumstances for which the customer is responsible may be invoiced separately by Kühner AG and will result in a corresponding extension of the execution deadlines.

Warranty and Liability

Kühner AG guarantees that the delivered products are free from material and manufacturing defects. The warranty period is 12 months from the date of delivery, unless otherwise agreed in writing.

In the event of justified complaints, Kühner AG will, at its discretion, either repair or replace the goods. Further claims by the customer, in particular for damages, are excluded, unless there is gross negligence or intent on the part of Kühner AG.

Additional claims, in particular for compensation for indirect damage, consequential damage or loss of profit, are excluded to the extent permitted by law.
Kühner AG's liability is in any case limited to the purchase price of the delivery or service in question, except in cases of intent or gross negligence.

The warranty applies exclusively in the country to which the goods were originally delivered by Kühner AG, unless otherwise agreed in writing. Any warranty claims in another country are excluded without the prior written consent of Kühner AG.

Exclusion of Warranty for Unauthorized Interventions:
Any warranty claim shall be excluded if the product has been opened, repaired, modified, or otherwise altered by a person or organization not authorized by Kühner AG.

Additional Provisions for Services

For services (e.g., maintenance, repair, installation, calibration, qualification), Kühner AG guarantees that these will be carried out professionally and in accordance with the state of the art.

Defects identified after the performance of the service must be reported in writing without delay, but no later than 14 days after the service has been rendered.

In the event of justified defects, Kühner AG shall, at its discretion, either correct the defect or perform the service again. Any further claims, in particular claims for damages or reimbursement of costs, are excluded, except in cases of intent or gross negligence.

Kühner AG disclaims any liability for errors, delays, or additional costs resulting from insufficient cooperation by the customer, inadequate on-site conditions, or improper decontamination of the equipment.

For spare parts or materials used in the course of the services, the same warranty conditions shall apply as for the delivered products.

Limitation of Liability

The liability of Kühner AG, regardless of its legal basis, is limited to cases of intent or gross negligence. In cases of ordinary negligence, Kühner AG shall only be liable for breaches of essential contractual obligations (cardinal obligations), whereby liability is limited to the foreseeable damage typically to be expected.

Under no circumstances shall Kühner AG be liable for:

- indirect or consequential damages,
- production downtime,
- data loss,
- loss of profit,
- or other indirect economic damages.

In no event shall the liability of Kühner AG exceed the total value of the respective contract. Mandatory statutory provisions, in particular those relating to product liability, remain reserved.

Retention of Title

The delivered goods shall remain the property of Kühner AG until full payment of the purchase price has been made. The customer undertakes to handle the goods with care and to insure them at their own expense against theft, fire, and water damage. The customer authorizes Kühner AG to register the retention of title at its own expense in the competent public register in accordance with Art. 715 of the Swiss Civil Code (ZGB). In the event of seizures or other third-party interventions affecting the goods subject to retention of title, the customer must notify Kühner AG immediately in writing.

If the goods are located in a country where retention of title is not permitted or only permitted to a limited extent, Kühner AG reserves other rights to the goods. The customer is obliged, at their own expense, to take all necessary measures (e.g., registration) to establish and maintain the retention of title or equivalent security rights.

Usage Rights and Confidentiality

All documents supplied with Kühner AG products, including but not limited to protocols, operating instructions, data sheets, and drawings, are protected by copyright. They may only be used for the buyer's own internal purposes and may not be reproduced, disclosed to third parties, or resold without the prior written consent of Kühner AG.

Data Protection

Kühner AG processes the customer's personal data in accordance with the applicable data protection laws. The data shall be used exclusively for the performance and processing of the contract and shall only be disclosed to third parties where necessary for contract fulfillment. Details regarding data processing can be found in the privacy policy at: Kuhner – Privacy Policy

Force Majeure

Kühner AG shall not be liable for non-performance or delayed performance of its obligations if such non-performance or delay is due to events beyond its control (force majeure), in particular natural disasters, pandemics, war, strikes, or official measures.

Final Provisions

Amendments or supplements to these General Terms and Conditions must be made in writing.

Swiss law shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Birsfelden, Switzerland. For B2C contracts, the mandatory places of jurisdiction under the Swiss Civil Procedure Code shall apply.

These General Terms and Conditions shall enter into force on **November 01, 2026**.