



## Terms and conditions of sale

### General

The following conditions apply if no other written verifications have been agreed upon. All specifications, datas and pictures of the mentioned articles are subject to change without notice.

### Prices

The prices are subject to change and understood ex works net, excluding packing, insurance, VAT and any other taxes.

### Order confirmation

Orders will be confirmed in writing. This confirmation is compulsory for the acceptance of any orders.

### Variations of quantities

Variations of  $\pm 10\%$  to the ordered quantity is accepted for customers' specific executions.

### Delivery times

All indicated delivery times will be maintained wherever possible, but are subject to change.

In no case the customer may withdraw an order or claim any additional costs.

### Partial deliveries

Partial deliveries are accepted and are regarded as an individual contract.

### Transport risk

After the goods are despatched, the customer is responsible for any risk regarding the goods.

### Right of possession

All supplied goods remain in ownership of REFCO until full payment has been made.

### Payment terms

Invoices are due in full payment within 30 days net after date of invoice. Payments for partial deliveries are due as invoiced. If the agreed terms are not respected the current interest will be added. REFCO maintains the right to ask for prepayment.

### Packing and Handling

The packing and handling fee is 1% of the invoice value. Minimum of 10.- CHF / 10.- EUR / 10.- USD.

### Claims

Claims regarding quality and quantity will only be considered if REFCO is informed in writing within 10 days after receipt of shipment. The customer is reliable to notify the transport company in case of damage or loss of goods. No claims will be accepted by REFCO.

### Credit for returned goods

1) Goods returned in exchange for a credit note require a prior approval. Please include always a copy of REFCO invoice.

2) **85 % credit:** if goods are original packed, intact and it's no

longer ago than 30 days after invoice date.

3) **50 % credit:** if goods are not original packed but intact and it's

no longer ago than 1 year after invoice date.

4) Percentages are relating to the net price on REFCO invoice.

5) **No credit:** if goods are special-types only for your order.

6) **No credit:** if value is less than CHF 50.-.

### Warranty

REFCO grants a 2 year warranty period for products used in accordance with general directions and recommendations. The warranty is limited to

manufacturing defects. Normal wear out as well as damages due to improper use of a product are

excluded from warranty.

Goods returned delivered duty paid will be exchanged or repaired free of charge. No warranty is granted in case of other usage or unprofessional treatment of goods. Damages which occur over a period of time can also not be accepted.

### Warranty on repaired products


REFCO provides a warranty of 6 months on repaired products. The warranty does not cover operating materials and consumables such as oil, batteries or battery packs. Furthermore it shall not cover those defects which occurred with the customer or third persons due to normal wear and tear, improper handling and malicious or negligent use. Also it does not cover defects due to influence of moisture or other external factors (drop, impact, pressure or transportation damage). The warranty shall become void if repairs haven't been carried out by REFCO, an official repair center or without written approval.

### Competency of court

Destination of contract and competency of court is Hochdorf/Switzerland and Swiss law applies also for export contracts.

### Safety

Safety data sheets for applicable products can be downloaded from our website on [www.refco.ch](http://www.refco.ch).

The products concerned are marked with 

### Warning

**REFCO-products are designed and manufactured for use by technically trained air conditioning and refrigeration service engineers only. Due to the high pressures employed and the danger due to the physical and chemical nature of refrigerants and oils used in the systems, incorrect applications could result in accidents, injuries or death. For safety reasons always wear safety goggles.**