

By placing an order, the buyer accepts the following terms and conditions of sale and delivery.

Prices and products

All prices are ex works and exclude VAT. Ask about our attractive transport prices, including crane unloading. Prices are recommended retail prices and serve as a calculation aid. Unless otherwise agreed, our offers are valid for three months and expire on December 31 of the current calendar year. The quantities and weights of the actual delivery and service based on the confirmed delivery notes apply for invoicing. We reserve the right to change prices, product ranges, and products at any time. We do not guarantee the availability of the items listed on the website, in price lists, catalogs, or similar publications at any time.

Terms of payment

Unless otherwise agreed, invoices are payable within 30 days. We reserve the right to request partial or advance payments. In the event of late payment or insolvency, all claims shall become due immediately. Unauthorized price deductions, default interest, and reminder fees shall be borne by the customer.

Remuneration of private individuals and new customers

Payments from private individuals must be made directly or in advance when ordering or picking up goods.

Transfer of ownership

The goods remain our property until full payment has been received.

Benefits and risks

The benefits and risks associated with the goods ordered shall pass to the buyer when the goods are made available for transport at the seller's premises, even if the seller is responsible for transport.

Consulting

The advice provided by our employees is non-binding. All information, recommendations, and proposed solutions must be checked and approved by the respective project author or by qualified specialists (e.g., engineers, technicians) in order to avoid misunderstandings or misinterpretations.

Delivery dates

We endeavor to adhere to agreed delivery dates. However, in the event of a deviating delivery date, the customer is not entitled to claim damages.

Access, unloading, crane unloading, and waiting time

The client must ensure that the delivery location is accessible to 40-ton trucks. Driving on construction sites, access roads, forecourts, courtyards, sidewalks, or areas with basements is at the client's own risk. No liability is accepted for damage to areas that are not suitable for trucks, including damage caused by crane supports. The driver will take customer requests into account when unloading, where possible. Decisions made by the driver or crane operator for safety reasons are binding and do not entitle the customer to compensation claims. Crane unloading exclusively comprises the unloading of the truck. Further crane work (e.g., moving or assembling products) will be offered at an hourly rate after prior consultation. If unloading is not possible due to site conditions, we will have to charge for the waiting time incurred at an hourly rate.

Custom-made product

All products manufactured to specific customer requirements are considered custom-made products. Cancellation or return of custom-made products is not possible.

Product return

Goods are generally not taken back. In exceptional cases, goods in stock may be taken back by prior arrangement, provided they are in their original packaging. In the case of wall systems in stock, individual bricks may also be taken back, provided they are in perfect, clean condition. A contribution toward expenses of 25% of the recommended retail price will be charged for goods taken back. Opened packages, loose paving stones, and custom-made products will be taken back without credit. Damaged goods will not be taken back. The buyer shall bear the costs of return transport in all cases.

Underpayment

Orders that have been confirmed in writing by the customer will be delivered in full in all cases and invoiced in accordance with the agreed terms and conditions.

Return of packaging (pallets, big bags)

Pallets will be taken back in perfect condition in accordance with the guidelines of the EPAL (European Pallet Association). Pallets and big bags will be charged when goods are purchased. If they are returned in the same condition, a credit note for the same amount will be issued. Damaged containers will not be credited. A credit note will only be issued for containers that were delivered by us. The buyer is responsible for return transport.

Product acceptance

The goods must be inspected for defects immediately upon receipt. Complaints must be reported to the seller in writing and before use. Late complaints will be rejected. If the rejected goods are used without the express consent of the seller, liability and warranty are excluded.

Disclaimer

Unless otherwise specified in these terms and conditions, the seller's liability for direct and indirect damage is excluded to the extent permitted by law. Liability for damage caused by non-compliant storage, improper processing or use of the products, as well as for damage that would have been recognizable as defective during a proper acceptance inspection, is also excluded. Information on the website, in brochures, price lists, or similar media regarding intended use, processing, installation, or product properties refers to normal use in accordance with the intended purpose and does not release the buyer from their own obligation to check the products. For concrete products, natural changes such as hairline cracks, efflorescence, color deviations, or changes in the surface structure, as well as improper care, are not recognized as defects. Any liability for this is excluded.

Other agreements

Other agreements, in particular those made by the customer, are only binding if the seller has agreed to them in writing.

Swiss law and place of jurisdiction

Swiss law applies exclusively to all claims arising from the contractual relationship; the place of performance and exclusive place of jurisdiction is agreed to be the registered office of the seller, excluding international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

Severability clause

Should any provision of these Terms and Conditions of Sale and Delivery be invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that corresponds to its economic purpose.

Frei Beton AG

Ochsensandstrasse 1
CH-9472 Grabs
T +41 81 750 31 11

info@frei-beton.ch
frei-beton.ch