

Terms and conditions

Terms of sale and delivery for sales within Suisse

1. Validity

The following terms and conditions shall apply for all MACHEREY-NAGEL AG (MN) sales if no other conditions are previously agreed. In any case of placing an order the buyer acknowledges our terms and conditions. Terms and conditions for the purchase of goods – as used by Buyer from time to time – shall not become binding even if we do not contradict explicitly. Our terms and conditions shall exclusively apply even if the Buyer's order shall contain differing restrictions or annexes.

2. Orders in the web shop

The offerings of the web shop are exclusively aimed at entrepreneurs, legal entities under public law, public authorities, and special funds under public law, but not at private end users. After placing an order in the web shop, you will receive an email confirming its arrival, which does not constitute acceptance of your offer to enter into a purchase agreement. The contract between MACHEREY-NAGEL AG and the customer shall not take effect until there is an express order confirmation or shipment confirmation by MACHEREY-NAGEL AG.

3. Prices

Price changes are reserved at any time. All prices are net prices exclusive VAT (value added tax). For web shop orders we deliver free of charge at minimum net order volume of CHF 100.- per order, below we charge a shipping and handling fee of CHF 15.-. For orders outside the web shop, we charge a s/h fee of CHF 25.- below net order volume of CHF 50.- and CHF 15.- below net order volume of CHF 300.- (CHF 30.- s/h fee in case of shipping of dangerous goods). Shipping and handling are free of charge at minimum net order volume of CHF 300.- per order. Additional costs (i. e. Express Service) shall be invoiced to buyer, if buyer requests such additional service.

4. Delivery

MACHEREY-NAGEL AG supplies exclusively to delivery addresses within Switzerland or the Principality of Liechtenstein. From the time of delivery, the goods shall be at the risk of the buyer. Transfer of risks shall be the moment of dispatch of goods at works (Oensingen). MN reserves the right to deliver the order in part deliveries. Delays in part deliveries shall not exempt the Buyer from accepting outstanding part deliveries. MN shall not be liable for any and all claims, damages, losses, liabilities, expenses due to delay or failure of manufacture, delivery or any other service and is prevented from performing any of its obligations under the sales contract with Buyer due to any cause which is beyond the MN's reasonable control, including without any limitation: Buyer's futile efforts, activities; fire, explosion, accident, theft, vandalism, riot, lightning strike, flood, storm or other acts of God; acts, regulations or laws of any government; war or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, transport delays, or incapacity to obtain necessary work, fuel, tools, devices, raw materials, energy to usual conditions or conditions that apply at the date of effective of such sales contract. MN shall be prevented from its obligation to deliver ordered goods as long as the Buyer is in default of payment.

5. Damage claims

All goods must be checked immediately on receipt. Damage claims are only acceptable in writing within 8 working days of receipt of all the goods. In case of legitimate claims, the buyer can only require replacement of the goods or refund in MN's sole discretion. Damage claims do not free Buyer from its obligation to pay MN's invoiced amount. All returns must first be authorized by MN in writing.

6. Returns

MN must authorize any return of goods. When the return of products is accepted for a reason other than guaranty/warranty, we reserve the right to charge a return fee in each case. For stock items in original packing, we surcharge a handling fee of CHF 25.- For other products; we deduct 20 % of the invoice value additional to the handling fee. Returns cannot be accepted for custom-made products. Shipping and handling fees are not subject to any refund or credit note.

7. Terms of payment

Terms for Buyers with an open account are 30 days net – COD reserved. For invoices unpaid beyond maturity, we will charge interest and dunning charges. There shall be no cash discount in any event, even if payment in advance shall apply or even if the term of 30 days for payment are not taken in advantage.

8. Miscellaneous

8.1. Delivery quantities in case of special order

Where delivery of the goods is to be made based on a Buyer's special order, MN shall reserve the right to deliver up to 15 % more or 15 % less than the quantity ordered, and the quantity so delivered shall be deemed to be in the quantity ordered.

8.2. Regulations for handling of poisonous goods

MN assumes any Buyer who is ordering poisonous goods at MN pursuant to the Poison Law shall have the permission to order such goods and will strictly comply with all applicable laws, regulations, and legal provisions.

8.3. Retention of Title

The goods shall remain in the property of MACHEREY-NAGEL AG until full payment as previously agreed has been made. Even if the goods are processed the retention of title shall still apply. If third parties take up steps to pledge or otherwise dispose of the goods, the Buyer shall immediately notify MN.

8.4. Severability

In the event that any one or more of the provisions (or any part thereof) contained in this Agreement shall, for any reason, be held to be invalid in any respect, then to the maximum extent permitted by law, such invalidity shall not affect any other provision of this Agreement.

8.5. Place of Performance/ Jurisdiction

Place of performance and exclusive jurisdiction shall be Oensingen. This Agreement shall be governed, construed, and interpreted in accordance with the laws of Switzerland.

Last revised: 04/2025