impag

Terms and conditions of sale and delivery of IMPAG AG

Version from 10.11.2026

1. General / Scope

1.1 IMPAG's offers are non-binding.

1.2 These Terms and Conditions of Sale and Delivery ("Terms") govern the conclusion, content and performance of contracts for the purchase of various raw materials and active ingredients as well as related services (e.g. maintenance, examinations) by IMPAG. The term "Buyer" also includes the customer.

1.3 To the extent that individual agreements, individual delivery conditions and these Terms contain no provision, the Swiss Code of Obligations shall apply. The UN Sales Convention (CISG) is excluded.

1.4 The contract is concluded upon written order confirmation (e-mail is sufficient) or upon delivery. These Terms are enclosed with the offer or order confirmation or are available at www.impag.com. By placing an order or accepting the delivery, the Buyer acknowledges these Terms.

1.5 Deviating terms of the Buyer shall apply only if expressly approved in writing by IMPAG. General terms and conditions of business or purchase used by the Buyer shall not apply even if they are contained in orders or confirmations. If these Terms and the terms of the Buyer contradict each other, the contract nevertheless remains valid.

2. Deliveries / Place of Performance

2.1 The content and scope of the performance owed are determined by the order confirmation or the service or maintenance contract.

2.2 Where ICC INCOTERMS are used, they shall apply in the version in force at the time the contract is concluded.

2.3 Unless otherwise agreed or otherwise provided in individual conditions, IMPAG determines the mode of shipment and the forwarding of the goods, and the goods are transported for the account and at the risk of the Buyer, even in the case of carriage-paid shipment.

2.4 IMPAG shall not be liable for the acts and omissions of the carrier, its personnel or sub-carriers, nor for the damage resulting therefrom to the Buyer, whether to the goods or otherwise.

2.5 Unless otherwise agreed or otherwise provided in individual conditions, Zürich shall be the place of performance.

3. Services

3.1 The services (maintenance or examinations) are governed by IMPAG's order confirmation.

3.2 IMPAG may engage third parties to perform its contractual obligations.

3.3 IMPAG shall prepare a report for the Buyer on the results it has established in the maintenance or examination.

4. Obligation to Take Delivery / Default in Taking Delivery

4.1 The Buyer is obliged to take delivery of a delivery made in accordance with the contract as well as of a partial delivery. Taking delivery may be refused only in the event of serious defects.

4.2 In the event of default in taking delivery, the risk shall in any case pass to the Buyer.

4.3 After a reasonable additional period, IMPAG may store or realise the goods at the expense and risk of the Buyer and claim the price or the shortfall in proceeds, or withdraw from the contract and claim damages.

4.4 Cancellations, changes and returns require the written consent of IMPAG. The costs shall be borne by the Buyer.

5. Force Majeure

5.1 Force majeure exists in the event of occurrences beyond IMPAG's sphere of influence which cannot be averted despite reasonable care, in particular war, terrorism, pandemic, natural events, industrial action, orders of authorities, import and export restrictions, sanctions, failures of transport, energy and raw materials, and operational disruptions at manufacturers, upstream suppliers and carriers. This also includes failures, delays or delivery stops of manufacturers and upstream suppliers if IMPAG cannot procure the goods elsewhere on economically reasonable terms. IMPAG is not obliged to procure the goods at higher prices.

5.2 IMPAG shall be released from performance for the duration of the event and a reasonable start-up period; agreed dates shall be extended accordingly. IMPAG shall inform the Buyer in good time. If the goods are available only to a limited extent, IMPAG shall allocate them among its customers at its duly exercised discretion.

5.3 Deliveries are subject to IMPAG being supplied correctly and in good time by its upstream suppliers, unless IMPAG is responsible for the non-supply. In these cases, and in the event of force majeure lasting more than three months, IMPAG may withdraw from the contract with respect to the part not yet performed. For goods already paid for but not delivered, the price shall be refunded.

5.4 In the event of force majeure, the Buyer may withdraw with respect to the part not yet performed only after a duration of more than three months and after a written additional period of 14 days. Claims of the Buyer for damages, cover purchases, contractual penalties and other claims on account of late or non-delivery are excluded to the extent permitted by law.

5.5 The obligation to pay for and to take delivery of goods already delivered or ready for delivery remains unaffected. The Buyer may not invoke force majeure in order to refuse or postpone payment or taking delivery.

6. Prices / Remuneration / Default

6.1 The agreed prices are based on the price quotations, exchange rates, freight, customs and insurance rates, import, export, transit and other duties applicable at the time the transaction is concluded. IMPAG may therefore invoice the Buyer for all changes in the aforementioned rates and duties occurring after the transaction is concluded.

6.2 Where transport on the Rhine is envisaged, open navigation is reserved; low-water, high-water and ice surcharges shall be borne by the Buyer.

6.3 The purchase price or the remuneration is due within the period stated in the purchase, service or maintenance contract.

6.4 In the event of payment default, the Buyer shall owe default interest on the purchase price or the remuneration without any reminder. This interest is calculated at the customary bank rate for unsecured current-account loans, but at least at 5% per annum.

6.5 In addition, IMPAG expressly reserves the right to withdraw from the contract in the event of payment default by the Buyer. This also applies after a delivery has been made.

7. Set-off and Assignment

7.1 The Buyer is not entitled to set off its own counterclaims against claims of IMPAG unless the counterclaim has been acknowledged in writing by IMPAG or established by final and binding decision.

7.2 The Buyer may assign or transfer rights and claims arising from the contractual relationship to third parties only with the prior written consent of IMPAG.

8. Security

8.1 If, after conclusion of the contract, IMPAG becomes aware of payment and liquidity problems of the Buyer, it may demand security for the purchase price or the agreed remuneration (payment guarantee, advance payment or similar).

8.2 This also applies before a delivery or an order is executed.

9. Retention of Title

9.1 IMPAG retains title to the delivery until the purchase price has been paid in full.

9.2 It may have the retention of title entered in the retention of title register at the Buyer's registered office.

9.3 To the extent permitted by law, this retention also extends to processed goods.

10. Product Information, Technical Application Advice and Suitability

10.1 The agreed specification and the certificate of analysis of the batch describe the quality of the goods; deviations are defects within the meaning of clause 11. Other information (data sheets, brochures, guide and typical values) is non-binding. A guarantee or assurance exists only if IMPAG expressly designates it as such in writing.

10.2 Technical application advice is given to the best of IMPAG's knowledge but is non-binding. The Buyer shall itself examine the suitability of the goods for the intended purpose and process.

10.3 The Buyer is responsible for compliance with the regulations applicable at the place of use or destination regarding handling, storage, processing, labelling and resale. It shall observe the safety data sheets and pass them on in the event of resale.

11. Warranty

11.1 In the event of a defective delivery, the Buyer may demand repair or replacement delivery.

11.2 Rescission of the sale and price reduction are excluded.

11.3 Further warranty claims, in particular liability for further damage, are excluded to the extent permitted by law.

12. Duty to Give Notice of Defects, Complaints and Limitation

12.1 The Buyer shall inspect the goods promptly upon receipt. Complaints shall be notified to IMPAG in writing (e-mail is sufficient) without delay, at the latest within eight (8) days of receipt of the goods, and must describe the alleged defects in detail. Defects that were not detectable during the inspection shall be notified in the same form without delay after discovery, at the latest within eight (8) days thereafter. If notice is not given in due time or in due form, the goods shall be deemed approved.

12.2 Unless otherwise agreed or otherwise provided in individual conditions, warranty claims become time-barred six months after receipt of the goods.

13. Liability

13.1 IMPAG shall be liable to the Buyer only for damage caused intentionally or through gross negligence. No further liability exists.

13.2 Mandatory statutory provisions, in particular under the Product Liability Act, remain reserved.

14. Customs Regulations

14.1 With regard to use and resale, all goods are subject to the customs provisions of the Federal Office for Customs and Border Security in force at the time of delivery.

14.2 The Buyer undertakes to indemnify and hold IMPAG fully harmless if the Federal Office for Customs and Border Security subsequently claims customs duties that are attributable in particular to an incorrect declaration by the Buyer.

15. Export Control, Sanctions and Final Destination

15.1 Performance of the contract by IMPAG is subject to the proviso that no national or international regulations of foreign trade, export control or sanctions law preclude it, including the regulations on dual-use goods, chemical and precursor controls and embargoes.

15.2 The Buyer undertakes to comply with these regulations when using and reselling the goods and, upon request, to provide IMPAG with the necessary information and documents on end use and final destination (in particular end-use certificates).

15.3 IMPAG may withhold the delivery or withdraw from the contract in whole or in part if violations of such regulations are to be feared or if required licences are not granted or not granted in time. Claims of the Buyer are excluded in these cases.

16. Data Protection

16.1 IMPAG undertakes to comply with the provisions of the Swiss Data Protection Act. It shall take appropriate organisational and technical measures that ensure adequate data security.

16.2 The controller responsible for the processing of personal data in connection with these Terms is IMPAG AG, Räffelstrasse 12, 8045 Zürich, Switzerland (contact: info@impag.ch).

16.3 IMPAG processes personal data of the Buyer and its contact persons, in particular names, functions and contact details, for the initiation, conclusion and performance of contracts, for maintaining the business relationship and for compliance with legal obligations.

16.4 For the purposes set out in clause 16.3, personal data may be disclosed to companies of the IMPAG Group and to service providers, in particular transport, logistics and IT service providers, including abroad. Disclosure to countries without adequate data protection takes place only in compliance with Art. 16 and 17 of the Federal Act on Data Protection, in particular on the basis of appropriate safeguards such as standard data protection clauses.

16.5 The Buyer shall inform the contact persons concerned of this processing. Data subjects may exercise their rights under the Data Protection Act, in particular the right of access, via the contact address stated in clause 16.2.

17. Governing Law / Place of Jurisdiction

17.1 The applicable law is Swiss law.

17.2 The exclusive place of jurisdiction for actions brought by the Buyer is Zürich. IMPAG may also sue the Buyer at the Buyer's registered office or before any other competent court.

18. Final Provisions

18.1 Should any provision of these Terms be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.

18.2 Where these Terms require written form, an e-mail shall also suffice.

18.3 IMPAG may amend these Terms and Conditions of Sale and Delivery at any time. The version in force at the time the contract is concluded shall be decisive.