

General Terms and Conditions (GTC)

Version valid from 1 December 2025 (replaces all previous versions)

1. Scope of application

Unless otherwise agreed, the following General Terms and Conditions apply to all legal relationships (e.g. offers, deliveries, contracts, negotiations) with Dr. Grogg Chemie AG. By placing an order, the buyer accepts the following terms and conditions. The buyer's terms and conditions of purchase are not binding on us, even if we do not expressly object to them. Our terms and conditions of sale and delivery apply exclusively, even if the buyer's order contains different or additional terms and conditions. The exceptional application of other terms and conditions, in particular the buyer's terms and conditions of purchase, requires our express written confirmation/approval. Chemicals are sold exclusively to commercial buyers who are registered in the commercial register and in possession of all permits entitling them to purchase and use the respective chemicals.

2. Prices/product ranges

Prices are subject to change until the order is confirmed and may be changed without prior notice up to this point, regardless of the existing business relationship and the specific course of negotiations. Our prices are quoted in CHF, excluding VAT and all other fees (e.g. VOC taxes). We reserve the right to change prices and product ranges at any time.

3. Terms of payment

Invoices are payable within 30 days of the invoice date, without any deductions. Under no circumstances is the buyer entitled to withhold payment or part of the payment. The payment obligation is only fulfilled when the entire invoice amount has been credited to our account. If payment is not made within the 30-day payment period, Dr. Grogg Chemie AG is entitled to charge a reminder fee of CHF 50 on the outstanding invoice from the second payment reminder onwards and, subject to the assertion of further damages caused by default and without reminder, to charge default interest at the standard bank interest rates.

4. Deliveries

Deliveries are generally made from our warehouse in Stettlen, or in some cases directly from the manufacturer's warehouse. We reserve the right to sell an item to another customer. Deviations from the usual delivery period are quite common and are due to the delivery capacity of the respective suppliers. Private individuals are excluded from our deliveries.

5. Transport/Packaging/Container Depot

Transport is carried out by our driver, by post and by freight forwarder. All materials are transported at the recipient's risk. Any damage to the goods during transport must be reported immediately. With the aim of sustainability, a corresponding deposit may be charged for self-filling and production of 5, 10, 25, 50 and 200 litre containers, which will be credited in full upon return of the containers. The costs of returning the containers shall be borne by the purchaser. Containers which, after inspection by us, may/can no longer be reused due to their age or damage/contamination will no longer be credited and will be disposed of at no cost to Dr. Grogg Chemie AG.

6. Logistics flat rate

For deliveries with a goods value of up to CHF 300 excluding VAT, a logistics flat rate of CHF 20 will be charged; for goods values of CHF 300 or more excluding VAT, delivery is free of charge. Deliveries with a total weight of over 30 kg or bulky goods are excluded from free delivery; in this case, charges will be based on the actual costs incurred. Customers with a special agreement may be exempt from the logistics fee. No additional costs will be charged for subsequent deliveries due to backorders. Regardless of the order value, costs invoiced by a manufacturer/supplier may be passed on, as well as costs for customs clearance or special transport.

7. Refrigerated transport

In order to guarantee product quality, refrigerated products are not shipped by post on Fridays, unless expressly requested by the customer. Shipments are made in special cool boxes with cooling batteries or dry ice and are charged at a minimum cost of CHF 55.00. Dr. Grogg Chemie AG ships certain refrigerated and frozen products unrefrigerated if this does not affect the quality of the products.

8. VOC tax/Ethanol subject to authorisation

Some of our products contain volatile organic compounds. These are subject to the VOC tax in accordance with the Ordinance of 1 January 2000, and this tax is charged on corresponding orders (CHF 3/kg).

Ethanol subject to authorisation (e.g. undenatured, denatured with methanol) is only sold to customers with a valid authorisation for use issued by the Federal Office of Customs and Border Security.

9. Expiry date of products

The expiry date indicates the date until which the unopened product should remain in perfect condition, provided it is stored and handled correctly. The expiry date may be noted on the product or on the corresponding certificate; in the event of discrepancies, the later date shall apply. The buyer is not entitled to specific batches and expiry dates, except by prior arrangement and agreement between the buyer and Dr. Grogg Chemie AG. Dr. Grogg Chemie AG is only obliged to sell goods before the expiry date, regardless of the time remaining until the expiry date; there is no right to return or exchange goods.

10. Complaints/Returns

The delivered goods must be inspected immediately upon receipt, and any defects must be reported to us within 5 working days. There is no obligation to take back goods that have been delivered correctly. Our own bottling and production are tailored to specific orders and are therefore excluded from return. Returns require prior agreement and our prior written approval. All returns are subject to a restocking and processing fee of at least 25% of the net value of the goods. Opened, defective or altered original packaging (e.g. inscriptions, labelling), non-stock items, custom-made products or goods whose delivery was more than 5 days ago will not be taken back. Return costs shall be borne by the buyer.

11. Retention of title

The delivered goods remain the property of Dr. Grogg Chemie AG until all claims have been paid in full.

12. Warranty for equipment

The warranty period begins on the date of delivery or after successful commissioning. The warranty period is based on the manufacturer's specifications and is usually stated in the offer. Warranty claims will only be processed with a copy of the delivery note or invoice. Wear parts are excluded from the warranty.

13. Suitability information/liability/transport regulations for chemicals, mixtures and reagents

The chemical products we supply comply with the specifications stated in our quotations, catalogues, product lists and on labels. The general illustrations, material data and dimensions listed are for information purposes only and are not binding for the quality of the goods delivered. The values stated are based on manufacturer-specific data and test specifications. All data has been carefully researched, but we cannot accept any liability for its accuracy. In the event of discrepancies, the information on the label shall prevail.

For products manufactured from chemicals supplied by us, the user must check the suitability themselves and comply with the relevant legal regulations. We accept no liability/responsibility for the use of our chemical products in pharmaceutical, cosmetic or food preparations.

The transport of flammable, corrosive, toxic or foul-smelling items is subject to certain restrictions. Please refer to the various regulations in force concerning the transport of dangerous goods.

We assume that the buyer is responsible for ensuring that the products purchased from us are approved for use in accordance with the applicable laws governing toxic substances and hazardous materials, and that all legal requirements regarding safety and protection are complied with.

14. Changes/corrections

We reserve the right to make changes or corrections for the purpose of improvement or safety.

15. No liability for printing errors**16. Revision of these General Terms and Conditions**

These General Terms and Conditions may be amended at any time without prior notice.

17. Place of performance/place of jurisdiction/applicable law

The place of performance and exclusive place of jurisdiction is the registered office of Dr. Grogg Chemie AG, Ostermundigen. All contractual relationships are governed exclusively by Swiss law.

18. Severability clause

Should individual provisions of the contract, including these provisions, be or become invalid in whole or in part, or should the contract contain an unforeseen loophole, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The invalid or missing provisions shall be replaced by the relevant statutory provisions.

Ostermundigen, 1 December 2025