

Terms and Conditions of Sale and Delivery 2026

Data processing for advertising purposes

If you purchase goods or services from us, we will list you as an existing customer. In this case, we will process your postal contact details without your specific consent in order to send you information about our products and services. We will use your email address to send you information about our own similar products and services without your specific consent.

The legal basis for processing for advertising purposes is our legitimate interest in customer-related direct marketing in accordance with the European General Data Protection Regulation (valid since 25 May 2018).

You can object to data processing for the aforementioned purposes at any time, free of charge, separately for each communication channel and with effect for the future. To do so, simply write to Fixit AG, Im Schachen 416, 5113 Holderbank or send an email to marketing@fixit.ch.

Please refer to our data protection information at fixit.ch/datenschutz.



1. General

- 1.1 The following terms and conditions of sale and delivery apply to all business relationships with Fixit AG. Changes to these terms and conditions are only valid in writing. The buyer expressly waives the right to assert any deviating terms and conditions of purchase.
- 1.2 Fixit AG reserves the right to continuously adapt its product range to market requirements and to make technical changes to its products.

2. Object of purchase

The object of purchase shall be specified in a separate verbal or written order. Changes can only be made at the buyer's expense, if possible.

3. Purchase Price

- 3.1 Prices are exclusive of VAT and are only valid for deliveries in German- and French-speaking Switzerland.
- 3.2 The purchase price is printed in bold. For individual orders, this is based on the current prices of Fixit AG at the time of ordering the object of purchase. We reserve the right to adjust prices to the market situation.
- 3.3 Unless otherwise agreed in writing, the prices apply to deliveries free of charge to the construction site or warehouse (valley station) subject to a minimum order value and/or a minimum order quantity. For components and elements from Dosteba and Stahlton, the prices apply to deliveries ex works. Transport costs are charged separately. If the minimum requirements are not met, a transport surcharge will be charged in accordance with the price list.

For silo goods, 8 tonnes are always invoiced (except for adhesives and light gypsum plasters, which are invoiced at 5 tonnes), even if consumption is lower.

In exceptional cases, for deliveries of bagged and bucketed goods, two unloading points may be combined by prior arrangement, provided they are within a radius of 15 km. The surcharges and rates listed in the price list apply to the delivery of goods, the provision of special services in the transport sector, equipment rental, product returns, etc.

A surcharge will be applied for deliveries to mountainous areas where trailers are prohibited and/or weight restrictions apply. The costs for police permits shall be borne by the buyer.

For separate shipments of small quantities by rail or post, the actual freight costs will be charged.

- 3.4 Returns: No goods will be taken back, with the exception of uncoloured silage material. A pre-freight compensation fee will be deducted in accordance with the tariff list.

4. Terms of payment

Subject to special written agreements, the following terms and conditions apply:

- 4.1 Due date:
Payment is due 30 days after the invoice date without any deductions. Expiry date in accordance with the Swiss Code of Obligations (CO) Art. 102, para. 2.
- 4.2 Cash discount:
A discount deduction is only permitted if this is expressly stated on the invoice.

5. Delivery dates

- 5.1 Where possible, deliveries shall be made in accordance with the buyer's wishes. The delivery times for standard products in bags, silos or buckets are 3 working days from the order date or from receipt of colour samples at the factory. In the case of direct collection, the buyer must make a prior enquiry with the relevant dispatch department.
- 5.2 If delivery is not made on time, the buyer must set a written grace period of at least five working days. If this period expires without delivery being made, the buyer may withdraw from this contract. The withdrawal is only valid if it is declared by registered letter. The buyer expressly waives the right to assert claims if, as a result of withdrawal from the contract, the purchased item is not delivered or if delivery delays occur due to difficult traffic conditions or other reasons beyond the control of Fixit AG.

6. Shipping

- 6.1 The buyer must inspect the goods immediately upon receipt. The buyer must have any complaints confirmed on the delivery note by the transport company or the delivery plant. If the deliveries were made by rail, a report must be requested from the responsible railway station on the day of delivery. If these regulations are not complied with, Fixit AG shall not be liable for any compensation.
- 6.2 For delivery by lorry, access must be possible without difficulty and without additional waiting times. Furthermore, the provisions of the Trust Association of the Transport Industry apply.

7. Packaging

Delivery is made in accordance with the packaging units specified in the price lists. Normally, pallets are not shrink-wrapped. Pallets are only shrink-wrapped if this is necessary to stabilise the delivered bags or buckets for transport. Shrink wrap is available for an additional charge, either shrink-wrapped or loose. Pallets (SBB/EURO) are charged to the recipient. Only the actual quantity of pallets delivered will be taken back. The pallets must be in exchangeable condition (in accordance with EPAL standards). A credit note will be issued for:
– carriage paid delivery to our warehouses/factories
– Return by Fixit AG in exchange for the delivery, i.e. step by step, Any transport costs incurred (except for delivery and return in exchange for the delivery) will be charged according to the applicable transport rates.

8. Rental of silos, machines, equipment

- 8.1 Fixit AG provides technically suitable silos with connection options for conveyor and mixing systems for the processing of its products. Fixit AG is solely responsible for the transport of the silos and their filling. This also applies to transport from one construction site to another. Silos and mixing units are provided on loan only. They remain the property of Fixit AG at all times. The silos may only be used for processing Fixit products. The silo must be ordered by the customer at least three working days before use. The buyer is liable for any damage resulting from non-compliance with these provisions. Fixit AG accepts no liability for the consequences of construction delays. The free rental period for silos is one working day per tonne used for masonry mortar and plaster products, and one working day per five tonnes for concrete and flowing screed. A silo rental fee will be charged for extended periods of use.

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Agreed delivery dates for deliveries by lorry are approximate times. No liability is accepted for delivery delays due to force majeure, difficult traffic conditions, etc. No compensation will be paid for any waiting times. Expenses for difficult access routes, additional services and waiting times not caused by Fixit AG will be charged separately to the buyer, regardless of the type of invoicing.

The costs for silo conversion, silo, machine and equipment rental and services can be found in the tariff list in the price list.

- 8.2 The buyer determines the location of the silo and prepares it at their own expense prior to delivery. They provide the equipment required for loading and unloading free of charge. The buyer is obliged to send a competent person to the construction site to supervise the work during delivery of the silo.
The access road, with a width of 3.5 m, must be accessible without any particular difficulties by the silo transport vehicle on a safe road surface. The silo site must have an area of at least 2.5 x 2.5 m, be free of overhead lines, be well levelled and be stable and accessible even in bad weather conditions. Furthermore, the silo site and the access road must be level so that the silo can be placed absolutely vertically on a firm base (railway sleepers, square timbers, etc.) that is secured against undercutting and lateral slipping. A filled silo (18 m³) can weigh up to 35 tonnes. Therefore, the substructure must be checked continuously during operation for any subsidence. In case of doubt, consultation with the site management is necessary.
- 8.3 Fixit AG's liability extends exclusively to the delivery and collection of the silo as long as or as soon as the silo is firmly connected to the lifting device of the placement vehicle. The buyer is responsible for the silo after it has been placed. They must ensure that the recommendations and regulations of Fixit AG, SUVA and the authorities are complied with. The buyer is responsible for the maintenance of the equipment provided to them.
The buyer shall be liable for any damage incurred by Fixit AG or third parties as a result of defects at the installation site, improper handling of the silos, equipment, mixers and mixing pumps, or delayed notification.
- 8.4 The buyer is obliged to treat the silo and the associated mixers, mixing pumps and equipment with care and to keep them in good working order. The silo must not be covered with pictures, foils or labels.
In the case of pressure silos, the air pressure must be released outside operating hours. This is particularly important at night, on non-working days and when the construction site is unattended.
Fixit AG must be notified immediately of any damage or malfunctions to the system. Fixit AG will repair normal wear and tear free of charge. The purchaser is prohibited from making changes and repairs to silos, machines and equipment themselves or having them carried out by third parties. The purchaser will be charged for the repair of damage that can be proven to be due to negligence or improper handling of silos, machines and equipment.
- 8.5 Silos are only constructed at the specific request of the customer. Silos must not be emptied below the height of the cone (approx. 3 tonnes remaining) before refilling. The risk of material segregation and additional costs shall be borne by the customer. The maximum hose length for blowing in is 30 m.
- 8.6 Fixit AG must be notified immediately when the construction site silos are no longer needed. Mixers, mixing pumps and equipment, including accessories, must be cleaned, in working order and returned to Fixit AG in full. The costs of repairs and maintenance work resulting from improper handling, excessive contamination and wilful damage will be charged to the buyer.
- 8.7 In accordance with SIA 118/431 („General Conditions for the Drainage of Construction Sites“), the client is obliged to develop a drainage concept. The contractor must implement this in accordance with the client's specifications. If there is no washing area, the contractor must clean hoses and tools in an environmentally friendly manner.

9. Complaints/warranty

- 9.1 The provisions of Art. 6 above apply to transport damage.
- 9.2 After delivery of the purchased item, the goods must be inspected within 7 days at the latest. Complaints must be made in writing to Fixit AG Holderbank no later than 10 days after delivery (date/postmark decisive). Minor colour variations are possible with s and are not considered a quality defect. If the complaint is made after this period, any warranty and liability is expressly excluded. If the goods are processed without inspec-

tion, any warranty shall lapse. Complained goods may not be processed without the express approval of Fixit AG. Otherwise, any warranty shall also lapse in this regard.

- 9.3 Complaints regarding colour shades must be reported to Fixit AG in writing no later than 10 days after delivery and in any case before use. If the product is used nonetheless, no subsequent complaint can be made to Fixit AG.
- 9.4 Non-apparent defects must be reported to Fixit AG in writing immediately, at the latest within 3 working days of discovery.
The warranty conditions of this article also apply to these defects.
- 9.5 Rejected material will be tested in the Fixit AG laboratory in accordance with the applicable standards. The buyer must store the goods until the complaint has been definitively clarified. If the complaint is justified, the goods will be taken back and replacement goods delivered. Any further warranty or liability for damages is expressly excluded.
- 9.6 The buyer must obtain information from Fixit AG about the processing and installation instructions and comply with them in all cases. If the buyer does not obtain this information or does not comply with these processing and installation instructions, any warranty shall be void.
- 9.7 Any cooperation by Fixit AG in determining the defects or remedying them shall be without prejudice to the existence and scope of the warranty. Fixit AG shall not be liable for any advice given on the choice of materials.

10. Product application

- 10.1 10.1
Instructions for the use of the products can be found on the packaging, in the product information and in the technical instructions. The yield data are average values. No binding commitment can be derived from this, as material consumption depends on the nature of the substrate and the processing. Orders based on m2do not entitle the customer to complain about too much or too little material. The product information and technical instructions must be requested from Fixit AG. Any liability for damage resulting from non-compliance with these instructions is rejected. If the instructions on the packaging are not read or the product information and technical instructions are not requested by the purchaser from Fixit AG, any liability shall also be excluded.
- 10.2 The processor is solely responsible for self-coloured products. Complaints can only be made about delivered uncoloured material.
- 10.3 Fixit AG cannot be held responsible for damage caused during processing and immediately afterwards by direct environmental influences (driving rain, sunlight, etc.).

11. Forfeiture

Any warranty or liability claims arising from this contract shall expire one year after delivery of the goods. Legal action must be brought before the competent court within this period.

12. Place of performance

Place of performance.

13. Place of jurisdiction

The exclusive place of jurisdiction for the assessment of all disputes arising from this contract and from individual orders is Lenzburg. The buyer expressly declares that he submits to the place of jurisdiction agreed here, waiving his ordinary place of residence. The provisions of the Swiss Code of Obligations (CO) shall apply subsidiarily to the provisions of these terms and conditions of delivery.

Status of this information on our General Terms and Conditions:
1 January 2026