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| ***sSWICOFIL_NEU*** |  | *1.1/1****PASSION FOR*** *SUCCESS* |
|  |  *Swicofil AG* *CH-6021 Emmenbrücke* |

If we do something we **all** do it right from the beginning!

In this context we would like to list our main rules:

**"Swicofil 10 commandments": 1. Total engagement of all staff members**

 **2. Satisfy customers and staff by promoting
 excellent services and perfect conduct**

 **3. Always set a good example**

 **4. Carry out each task correctly from the beginning**

 **5. Act efficiently and quickly**

 **6. Admit and eliminate mistakes**

 **7. Stick to promises made**

 **8. Show positive attitudes**

 **9. Communicate in every direction**

 **10. Demand total quality + kindness from others**

Thank you for making these rules also to yours - we are positive that together we achieve the goal of **zero unqualified inquiries** and by this to become more efficient.

**Terms of Trade**

The **basis for all our business** is for:

 Deliveries Incoterms 2010

 Yarns BISFA rules (where they exist)

 Payments Internationally accepted terms
 for L/C "ERA 500" revision 1993

 Currencies Most fully convertable ones - guidance is always our tariff

 Contracts "General terms of Sales"

**BISFA weight correction (according to BISFA rules)**

As per BISFA regulations we have to correct the invoiced weights for the following product lines:

 \* PA 6.6 POY

 \* PA 6.6 high tenacity on cyls. and beams

 \* PA 6 high tenacity on cyls.

 \* PES FOY

Products which undergo a subsequent finishing operation such as rewinding, uptwisting or dyeing absorb humidity during these operations. Due to different absorbtion factors for such products we refrain from applying the correction factors on these finished products.

**Incoterms 2010** please [click here](file:///%5C%5Cswicofil-srv01%5C..%5C..%5CWEBSHARE%5Cswicofil%5Cvertreter%5Cbluebook%5C11pincoterms.doc)

**Quality**

Our prices are for first quality only. Under first quality we understand the required quality for each specific end use. For certain end uses weight differences in bobbin weights are acceptable. **1b and 2a** can only be sold **according to availability** and not on a contract basis (not prior to availability). Swicofil policy is to work only with 1a.

We differ between the following quality levels:

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| --- | --- | --- |
|  | **Qual.** | **Quality aspect** |
|  | 1aorA | First quality product without any defects.Warp: all bobbins equal lengthWeft: weight differences are possible but  this is not a quality defectKnitting: as weft yarn |
|  | 1bor A1 | Generally first quality product but more important weight differences are likely. Minor deviations from the specifications are possible. Sometimes dyeability can be questionable. |
|  | 2aorB | Second quality product without any guarantee of quality - our second quality is often comparable with 1b of our competitors. Yarns must run off from the bobbins! |

For 1b there is only a limited right for complaints - for 2a there is no right of complaint!

**Contract period**

Normally we only engage max. for a period of 3 months. This is the time for which we can know the rawmaterial and production costs. In strategic cases we may accept to sell for 5-6 months but never longer. Yearly contracts are not possible.

**Quantity**

The prices – if not otherwise indicated - are valid for **20 and 40’ container shipments**. Our minimum quantity per delivery is **one pallet**. For smaller quantities than a pallet a surcharge of EUR **10.00** per kg has to be applied because of excessive warehouse and administration work (except one time for samplings). If bigger quantities are discussed we kindly ask you to verify with us what is the capacity of a truck/container/rail waggon.

**Sampling rules**

Please check out here <http://www.swicofil.com/working_and_sampling_policy.html> .

**Sample analysis**

Our supplier partners normally have a sample analysis facility and we can offer this service to regular customers.

Samples of postage-stamp-size cannot be examined - **minimum is a piece of fabric of**

**15 - 15 cm!** Ideally yarn samples only on **original bobbins**

**Returns of goods**

If ever a customer is returning goods to us kindly note that:

 Goods should be returned in the **original packing**

 Cartons should be marked **as returns** - this helps us to spot and classify them immediately after receipt.

 The way and means of transport normally **must** be the same as when the goods entered your country. In case of any queries it is better to contact us before return is arranged for.

 In order to **facilitate re-importation** into country of origin we absolutely need full details on what is returned, i.e.:

 - Proforma invoice or invoice (with indication of original invoice number)

 - Packing list

 - Forwarding agents receipt or B/L
 Bills of ladings have to be issued as follows:
 Consignee: Swicofil AG unless otherwise specified
 CH - 6021 Emmenbrücke/Switzerland

 Notify: KOG Transport AG Tel. 0041 / 41 / 781 15 10
 Zugerstrasse 1 Fax 0041 / 41 / 781 15 30
 CH - 6330 Cham - Zug / Switzerland

 **2/3 of original B/L and commercial invoice** should be sent by airmail to:

 Swicofil AG, CH - 6021 Emmenbrücke and

 **1/3 of original B/L and commercial invoice** should accompany the goods by
 ships bag.

 It is very important to **receive these papers by email prior to arrival of goods** at the relevant border.

**Complaints**

We do everthing to avoid quality problems and complaints! However where human beings work - mistakes may happen. In any case it is customers duty to always carry out **preliminary tests before starting a production**. This is the **customer's standing duty of diligence!**

In case of complaints please supply us **immediately** with a detailed description of the problems and arrange also for enough relevant pieces of evidence (**yarn**, **rawwhite** fabric and **finished** fabric). The following points of info **you** should provide us:

 \* exact description of the problem

 \* relevant invoice numbers

 \* detailed info on production data

 \* full dyeing and finishing recipe giving

 - all temperatures

 - all time factors

 - all chemicals and auxiliaries added

**Every complaint should be the start to a better relation with the customer and should result in new orders!**