

# Ottagono + Rechsteiner Interior AG

## General Terms and Conditions

Note on gender forms: To make the terms and conditions easier to read, we have chosen either the feminine or masculine form of personal nouns. This in no way implies discrimination against the opposite sex but has editorial reasons.

### 1. Scope of the General Terms and Conditions and Conclusion of Contract

1.1. These general terms and conditions ("GTC") apply to purchase contracts concluded between Ottagono + Rechsteiner Interior AG ("Provider") and private and/or business customers ("Customers"). Unless otherwise stated, the GTC apply equally to purchases of goods and services in stationary trade (store) as well as in distance business (purchases made by phone, e-mail or letter). In the business customer area, individual terms and conditions can be changed by means of a work or framework contract. However, for points not explicitly regulated therein these terms and conditions further apply. Separate terms and conditions apply to distance selling via online shops.

1.2. Changes to these GTC must be accepted by the provider in writing, as the changes are otherwise invalid. Conditions of purchase expressed by the customer that contradict these GTC are non-committal for Ottagono + Rechsteiner Interior AG, even if they are not explicitly contradicted. Verbal agreements are invalid.

1.3. For interior architecture services and / or in the property area (planning, project management, etc.), individual provisions can be changed by means of a work or framework contract. To items not explicitly regulated therein separate GTC apply.

1.4. Purchase contracts require written confirmation on the part of the customer regarding correctness and completeness of the content - only then the order is considered approved. In this regard, Ottagono + Rechsteiner Interior AG reserves the right to place an order only after receipt of such a confirmation.

1.5. Purchase contracts for second hand and exhibition goods (via separate sales channels such as warehouse sales, special sales, etc.) are part of these GTC as well, but exclude all claims of the customer respecting the following provisions:

- Delivery rates and service prices - separate provisions apply
- Warranty for defects and guarantee - do not apply
- Payment methods - the products are to be paid right away and on site

1.6. The provider is not obliged to accept orders if the customer's account has been debited with debt enforcement measures or if there are outstanding payments from previous purchases. In case the customer's outstanding payment is only discovered after the conclusion of the purchase contract, Ottagono + Rechsteiner Interior AG has the right to withdraw from the contract at any time and without any compensation and to invoice deliveries and services that have been performed already.

1.7. For delivery addresses abroad, Ottagono + Rechsteiner Interior AG will decide on an individual basis whether a delivery abroad is feasible at all and which parts of these GTC (e.g. payment conditions, delivery tariffs, guarantee, etc.) therefore might become subject to changes.

### 2. Prices, Special Offers and Delivery Rates

2.1. Our prices are displayed in CHF. VAT, processing and the advance recycling fee (ARF; applies to electronic devices) are included. The stated prices in CHF take the current exchange rate development into account as good as possible. Ottagono + Rechsteiner Interior AG reserves the right to adjust the prices on an ongoing basis. To our customers the prices confirmed at the time of order apply.

2.2. Special discounts and promotional prices on new goods are labeled specifically and separately. Other than these discounts will not be accepted by the provider. Unless agreed in advance, subsequent price reductions will not be provided after the order has been placed or after the order confirmation has been received.

2.3. For interior architecture services such as planning, project management, project collaboration, etc., different hourly rates apply, unless flat rates have been agreed. The respective provisions are outlined in separate GTC.

2.4. For private customers, the initial consultation either in the showroom of Ottagono + Rechsteiner Interior AG or at the customer's designated place is usually free of charge, provided it does not include any further services or does not exceed the usual scope. In principle, services within the areas of interior architecture, planning, project management and further consultations at the customer's designated place will be charged in case they take longer than 30 minutes.

2.5. Any shipping, delivery and assembly costs are listed separately as part of the ordering process and displayed in the order confirmation. Our offers apply to Switzerland and Liechtenstein. The applicable delivery rates can be found in the following attachment "Service Fees and Rates". It also lists the provisions regarding delivery to car-free locations as well as tunnel fees, car loading, external lifts, lifting platforms, overnight stays, etc.

2.6. Different hourly rates apply to services such as furnishing consultation and planning, assembly, repairs, etc., unless flat rates or prices have been agreed based on the result. The respective rates and other provisions can be found in the document "Service Fees and Rates".

2.7. For orders with delivery addresses outside Switzerland and Liechtenstein, the prices and rates in the document "Service Fees and Rates" do not apply. For such orders, please inquire about our conditions for shipping or delivery. We would be happy to make you an attractive offer.

### **3. Delivery and Collection Conditions, Transfer of Benefit and Risk**

3.1. Usually, our products are available within the agreed delivery date and can be delivered accordingly. The customer will be notified in case a product should be temporarily unavailable. The customer hereby acknowledges that delivery delays of up to two months do not entitle to refuse acceptance of the ordered products or to withdraw from the contract or to claim compensation or to reclaim the purchase price. In addition, delivery can become completely impossible in case a product can no longer be manufactured or delivered.

3.2. The expected delivery date will be communicated during consultation and purchase and will be listed in the order confirmation. Basically, it is based on the delivery time of the respective supplier. The delivery to or collection by the customer will be agreed between customer and provider.

3.3. In case Ottagono+Rechsteiner Interior AG cannot provide the service owed due to force majeure (i.e.: war, natural disasters etc.), the provider will be released from any performance obligations for the duration of the hindrance.

3.4 In case the provider is unable to execute the order or delivery for longer than three months due to force majeure, the customer is entitled to withdraw from the contract.

3.5. In case an advance or installment payment has been agreed with the customer, delivery will only take place after the said payments have been fully paid. Ottagono + Rechsteiner Interior AG does not assume any liability for delivery delays due to non-payment in advance or in installments (not even for fixed delivery dates).

3.6. Ottagono + Rechsteiner Interior AG decides on the final type of shipping (postage, delivery by truck, etc.), regardless of the confirmed type of shipping and costs in accordance with point 2. If the type of transport is already known at the time of purchase, it will be recorded in the order confirmation. Basically, direct delivery is made by the manufacturer truck to the curb and delivery by mail to the responsible post office or to the curb. The delivery by a transport company commissioned by Ottagono + Rechsteiner Interior AG will be provided to the customer's place (point of use).

3.7. If the purchase contract contains several products, delivery / dispatch will be carried out collectively as soon as the items are complete and ready for delivery. Ottagono + Rechsteiner Interior AG is only obliged to make partial deliveries if it has been agreed on accordingly with the customer.

3.8. In the case of an agreed delivery to the point of use, the local and structural conditions must allow the goods to be brought in with the usual, expected effort. If additional aids (e.g.: facade lift, electric vehicles, etc.) are required, the customer is obliged to inform in advance. Additional costs are borne by the customer. The same applies to additional costs in the case of agreed assembly, etc. as soon as the structural conditions do not allow professional work with regular effort.

In case the freight forwarder is prevented from an agreed delivery due to the customer's fault (absence of a recipient etc.), a new delivery will be agreed at a suitable date. The additional expenses incurred will be borne by the customer.

3.9. In case a collection by the customer with a corresponding deadline has been agreed upon, the provider will give notice as soon as the items have arrived at the store. If the customer fails to collect the goods after the specified deadline despite a reminder, Ottagono + Rechsteiner Interior AG may withdraw from the purchase contract after two months of storage since

the arrival of the uncollected goods without further information and use the products for other purposes or send them back to the supplier. In this case, Ottagono + Rechsteiner Interior AG reserves the right to invoice the customer for incurred activities and costs.

3.10. The transfer of use and risk of new goods takes place:

- after handover for delivery or shipping (delivery and postage)
- when handing over to the customer (delivery to the point of use)
- after their elimination or commission (goods to be picked up from stock)
- when handing over to the customer (direct sale with immediate take-away)

In the case of second hand and exhibition goods, the benefit and risk are transferred to the customer the moment the contract is concluded. In addition, the provider ensures that the packaging is up to usual transport conditions but rejects any liability for transport damage that has arisen after the goods have been improperly handled by third parties.

#### **4. Liabilities and Warranties**

4.1. As of delivery to the customer, the provider grants the statutory guarantee of two years on construction and material defects that cannot be traced back to regular use. Basically, the provider does not grant any other warranties or manufacturer guarantees unless expressly stated otherwise in the purchase contract or in the order confirmation.

4.2. The products are always delivered according to a sample, illustration, sketch or similar, with a possibility of slight deviations in size, colour, structure and processing. This regards especially reorders or additional orders. With certain materials (textiles, wood, marble, leather, etc.), deviations in structure and colour from the specifications cannot be avoided and therefore do not justify complaints or warranty claims. Usually, no guarantee can be given for the lightfastness of the colours in wood, leather, plastic and certain textile fabrics.

4.3. The warranty does not cover damage caused by incorrect handling or improper interventions or damage caused by wear and tear, aging, exposure to the sun, as well as broken glass, mirrors, ceramics, marble, stone, wearing parts such as lamps and gliders. The warranty expires if the customer processes or changes products despite recognizable defects.

4.4. The customer checks the products for any defects immediately upon receipt. Complaints must be made within 8 days of receipt of the goods. Later defects, i.e. defects that appear during the guarantee period, must be reported immediately, but no later than 3 days after they have been discovered.

4.5. Ottagono + Rechsteiner Interior AG can provide warranty either through free repairs or an equivalent replacement. Further claims are excluded.

4.6. Ottagono + Rechsteiner Interior AG rejects any liability for damage that has not occurred to the goods themselves (i.e., which arise, e.g., through use of the goods on the building fabric (floor, walls, ceilings, etc.) or on the customer's furniture) unless it is a construction defect according to section 4.1. Before use, the customer is obliged to ensure that the product cannot cause any damage. If there are any doubts about the safe or appropriate use of the products, the Ottagono + Rechsteiner Interior AG team will be happy to assist you.

4.7. In justified exceptional cases, Ottagono + Rechsteiner Interior AG consents to take back goods sold to the customer as a gesture of obligingness. Basically, the goodwill is 30% of the invoice amount. The amount of the goodwill can be adapted to the respective situation, the time of purchase, the condition of the goods and their reusability. The provider also reserves the right to invoice additional expenses for collection, delivery and assembly / disassembly.

#### **5. Payment**

5.1. Basically, invoice payment, payment by credit card (Mastercard, Visa, American Express) or payment in advance is possible. Payments by cash and by debit card (Postcard, Maestro, Visa electron) are also accepted.

5.2. For orders of CHF 1,500 or more, a deposit of 30% of the order amount must be made, payable within 20 days net. The remaining amount must be paid within 20 days net of receipt of the final invoice.

5.3. Unless a different payment deadline has been agreed on for invoices and payment in advance, or if the payment deadline is nowhere visible, a payment deadline of 20 days applies.

5.4. If the agreed payment deadline is not met, the customer will be in default without any further reminder. Ottagono + Rechsteiner Interior AG reserves the right to initiate legal enforcement measures after a written reminder and to reclaim the costs for reminder and enforcement including 5% default interest.

5.5. Until the purchase price has been paid in full, the goods remain the property of the provider, who is entitled to have them entered in the retention of title register at the customer's expense, provided that the provider's claims are at risk.

## **6. General Final Provisions**

6.1. For these GTC the Swiss Law, in detail the Swiss Code of Obligations (Obligationenrecht (OR)), applies, excluding the Vienna Sales Convention and the conflict- of- law rules of the International Private Law.

6.2. Für die Beurteilung aller erwachsenen Streitigkeiten, welche sich aus dem Rechtsverhältnis zwischen der Ottagono+Rechsteiner Interior AG und dem Kunden ergeben, befindet sich der Gerichtsstand am statutarischen Sitz der Anbieterin.

6.3. Should single provisions of these GTC be ineffective or contain a gap, this shall not affect the remaining provisions. These GTC can be changed by Ottagono + Rechsteiner Interior AG at any time. The current status at the time of a customer order applies. Changes or additions to the GTC must be made in writing. This also applies to a waiver of this written form requirement. If there are gaps in these terms and conditions, the Swiss Code of Obligations applies.

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