

# GENERAL TERMS AND CONDITIONS

## I. Validity of the general terms and conditions

1. Our contracting partner is referred to as "buyer" in these general terms and conditions, irrespective of whether the individual relationship refers to a purchase contract, contract for work and services, or another contractual relationship.
2. These general terms and conditions, in the latest version at the time of entering into the contract, apply to all transactions that are concluded between the buyer and Dietiker AG (whether directly or via an agent).
3. By placing his order the buyer acknowledges these general terms and conditions. These general terms and conditions become the basis for all contractual relationships and an integral part of the contract. They may only be modified by a written agreement.

## II. Quotations and confirmations of orders

1. Quotations of Dietiker AG are without obligation or have a written period of validity, unless otherwise agreed in writing. Orders of the buyer must be confirmed by us in writing in order to have legal effect.
2. We are entitled to make the fulfillment of the contract subject to an advance payment and to withdraw from the contract if no security is provided.

## III. PRICES

1. Unless expressly confirmed by us in writing, our prices are ex works, including packaging, plus the applicable statutory value added tax.
2. Unless a fixed price has been agreed, the prices valid on the day of delivery shall apply.

## IV. Cancellation or amendment of orders

1. It is only possible to amend or cancel orders with our consent and with reimbursement for material and manufacturing costs.

## V. Deliveries/delivery dates

1. Every delivery must be regarded as a self-contained transaction and is therefore subject to these general terms and conditions. Partial deliveries are possible.
2. The delivery dates are stated in the order confirmation. These are however not binding. We shall do our utmost to be punctual with regard to delivery dates. The inability to meet the delivery date does not constitute a breach of contract and in principle does not entitle the buyer to claim for damages, to claim for reduction of the price or to withdraw from the contract.
3. In any event, the delivery period must be extended by the duration of the delay, in the event of delays in delivery for which we cannot be held responsible, e.g. delays caused by strikes, fire, breakdowns or a delay in delivery by our suppliers. If the delay lasts for more than three months, each contracting party may withdraw from the contract without incurring any liability for damages.

## VI. On-call orders

1. In the case of on-call orders which have not been called after three months and for which we have sent reminders and set new deadlines without effect, we shall be entitled at our discretion to either withdraw from the contract and claim for damages or to make all the products available and demand payment of the agreed total price. The same shall apply to orders without a call date if more than three months have passed since the date of the order confirmation.

## VII. Terms of payment

1. Payment must be made in accordance with the terms set out in the order confirmation. No discount shall be granted on net prices, freight charges and other services. If the buyer is more than 30 days in arrears with his payment, all outstanding claims shall become due for immediate payment.
2. Offsetting our claims against counterclaims (other than undisputed or res judicata counterclaims) as well as withholding the purchase price or parts thereof are not permitted.
3. If the buyer is in arrears with payments we shall charge 6% interest on arrears.
4. Payments must be made clear of charges. Payments received shall always be used to settle the oldest invoice

## VIII. Warranty/guarantee

1. We guarantee the delivery of products free from defects in accordance with the contract in question. The period of limitation for warranty claims shall expire 5 years after the date of delivery of the products. Fabrics are excluded from Dietiker's guarantee, and are covered by their manufacturer's GTCs. Products of a third party brand, ordered through Dietiker, are also subject to their manufacturer's GTCs.
2. We shall remedy any defects free of charge (rectification of defects) or, at our discretion, deliver substitute products of the same type (substitute delivery). All further warranty obligations and/or liabilities are excluded. We shall in particular not be liable for any consequential damage.
3. Excluded from our guarantee are defects to material or products that occur by natural wear and tear (gliders, rollers, covering materials, etc.) or are caused by improper use. Likewise, we are not liable for defects that are caused due to the lack of or inadequate maintenance of our products (contamination, improper cleaning/ disinfection, moisture, extreme climatic conditions, etc.). Damage caused during transportation commissioned by the customer or a third party are not covered by the guarantee.
4. For products made of solid wood, the natural characteristics of the material is to be respected. Wood is a hygroscopic material and responds to changes in humidity. This is manifested by a slight swelling or shrinking of the material. As a consequence, solid wood panels always have slight irregularities or deviations in measurement. For this reason, slight misalignments can arise in the course of time at connecting joints between the work pieces made of solid wood. Similarly, slight natural variations in color and texture of the wood may occur and are no reason for complaint.

- 
5. Wood colors are based on the color card. We must reserve the right of small differences in color caused by the color and structural diversity of the wood and veneer. Deviations in measurements and finishing, in particular in the case of repeat orders, do not provide grounds for complaint, except if compliance with measurements and colors have been expressly agreed in writing.
  6. We reserve the right to deviate from photos and descriptions of specific models. Changes caused by improvements to the manufacturing process and technical advances are not grounds for complaint.
  7. For the fulfillment of guarantee services, we are liable to the same extent as for the original delivery. The guarantee period is not extended by fulfillment of guarantee services, but rather still refers to the original delivery date.

#### **IX. Notification of defects/complaints**

1. The buyer must notify us in writing of any defects within five working days after delivery of the goods (or, in the case of hidden defects, within five working days after discovery of the defects but within the guarantee period). Notifications of defects must be documented and must enable us to identify the problem at long distance. The packaging material must be presented to us in the case of transport damage. If this cannot be done, the warranty claims shall be forfeit.
2. Defects shall only be remedied at the production plant. Rescission of the contract or reduction of the price is not possible, unless otherwise agreed in writing.

#### **X. Additional material/customized products**

1. We shall process all material sent to us by the buyer, e.g. leather, imitation leather and textiles, without guarantee.
2. Customized products shall be manufactured on the basis of a separate quotation. Complaints regarding customized products shall not be accepted if the construction, form, material and colors have been determined by the buyer. Customized products cannot be returned.

#### **XI. Reservation of ownership**

1. The goods are delivered under reservation of ownership. We reserve the right to enter the reservation of ownership into the register.
2. The goods shall remain our property until all claims arising from the present business relationship have been settled.
3. The buyer undertakes to adequately insure the goods under reservation of ownership against damage caused by fire, burglary, theft and water.
4. We must be informed by registered letter and without delay of the seizure of the goods under reservation of ownership. The creditor seizing the goods must be notified of the reservation of ownership.

5. The buyer may neither pledge nor assign as collateral to third parties our goods delivered under reservation of ownership.
6. If our goods under reservation of ownership are sold to a third party within the scope of a normal business transaction, the buyer hereby assigns his claim against his customer to us without affecting the buyer's existing liability to pay us.
7. At the latest once the buyer receives full payment for the goods under reservation of ownership from his customer, he shall be obliged to use part of the funds received to pay our claim in full.
8. If the buyer fails to fulfill his obligations towards us or fails to fulfill them in time, or if he improperly interferes with the products delivered by us, we may demand the immediate return of the goods delivered under reservation of ownership. The buyer shall bear any expenses and freight costs caused by returning the goods.

#### **XII. Other provisions**

1. If an individual provision of these general terms and conditions or a provision of any other contract is or becomes invalid, the validity of the remaining provisions or contracts shall remain unaffected. Invalid provisions shall be deemed to be replaced by a legitimate provision which most closely resembles the contents of the invalid provision and the will of the parties at the time of entering into the contract.
2. If we should become liable as a result of the non-fulfillment, inadequate fulfillment or late fulfillment of our obligations, our liability shall in every instance be limited to the amount corresponding to the net value of the delivery concerned (in accordance with our invoice).

#### **XIII. Applicable law/place of jurisdiction**

1. These general terms and conditions as well as the entire legal relationship between us and the buyer shall be subject to and construed in accordance with substantive Swiss law (to the exclusion of the United Nations Treaty on the International Purchase of Goods).
2. The exclusive place of jurisdiction is Stein am Rhein, Canton of Schaffhausen, Switzerland.

Version: March 2017