

Bern, 1 June 2017

## General Terms and Conditions (GTC)

### 1. Validity of the GTC and conclusion of the contract

- 1.1. These General Terms and Conditions (GTC) apply to purchase contracts concluded between Teo Jakob AG and private and business customers. In the business customer and property sector as well as for interior design services, individual provisions may be modified by means of a contract for work and services or a framework contract: However, the GTC shall continue to apply to points not explicitly regulated therein.
- 1.2. Separate GTC apply to the sale of goods and services by distance selling (online shop, telephone, e-mail, fax or letter).
- 1.3. Sales contracts concerning second-hand and exhibition goods are also part of these GTC, but to the exclusion of all claims of the buyer with regard to the following provisions:
  - Delivery rates and service prices (clause 2), separate provisions apply.
  - Warranty for defects and guarantee (clause 4), it is not applicable
  - methods of payment (clause 5), the goods are to be paid for immediately and on the site
- 1.4. In case of delivery addresses abroad, Teo Jakob AG shall decide in each case whether delivery abroad is possible and which clauses of these GTC (e.g. delivery rates, payment conditions, guarantee) may change.
- 1.5. Teo Jakob AG is not obliged to accept orders if the customer has outstanding debts from previous purchases or if his account is burdened with debt enforcement measures. If outstanding payments by the customer are only discovered after the conclusion of the purchase contract, Teo Jakob AG has the right to withdraw from the contract at any time and without any compensation and to invoice deliveries and services already rendered.
- 1.6. Purchase contracts exceeding CHF 1'000 require a written confirmation of the customer regarding correctness and completeness of the content. Only then shall the order be deemed approved - in this respect Teo Jakob AG reserves the right to initiate the supplier order only after receipt of the confirmation.

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## 2. Prices, special offers and delivery tariffs

- 2.1. Prices are indicated or signposted in Swiss francs (CHF). Value added tax and advance recycling fee as well as processing are included. Promotional prices and special discounts on new goods are specially and separately indicated.
- 2.2. Teo Jakob AG reserves the right to adjust prices on an ongoing basis. The prices confirmed at the time of order shall apply to customers. The stated sales prices in CHF take into account the current exchange rate development as far as possible.
- 2.3. Subsequent price reductions after order completion or after receipt of the order confirmation are not provided for, unless this has been agreed in advance.
- 2.4. Delivery and shipping costs vary depending on the product, shipping method and destination. The applicable delivery rates can be found in the separate document "Rates and Service Prices". This also lists the provisions regarding delivery to car-free locations as well as tunnel fees, car transport, external lifts, lifting platforms, overnight stays, etc.
- 2.5. The values listed in the document "Rates and service prices" were designed to cover the average freight costs incurred (internal and external). Any differences arising from the actual transport costs do not entitle either party to any claims.
- 2.6. Different hourly rates apply for services such as project management, interior design, planning, assembly, repairs, etc., unless flat rates or prices according to results have been agreed. The respective rates as well as further provisions can be found in the document "Rates and Service Prices".
- 2.7. For private customers, counselling in the sales rooms of Teo Jakob AG is normally free of charge, provided however that this does not include any further services or does not exceed the usual scope. In principle, services in the areas of planning, project management and interior design as well as counselling on the client's premises shall be charged, provided the latter last longer than 30 minutes.
- 2.8. For orders with delivery addresses outside Switzerland and/or Liechtenstein, the delivery prices, rates and flat-rate transmission fees stated in the document "Rates and Service Prices" do not apply. Please ask in such cases for our terms and conditions for shipping or delivery. We will be happy to submit an attractive offer to you.

### 3. Delivery and collection conditions, transfer of benefit and risk

- 3.1. In general, only non-binding delivery dates can be given; in addition, the delivery date may change under certain circumstances. Delays in delivery do not entitle the customer to withdraw from the contract of sale or to claim damages of any kind.
- 3.2. The expected delivery time shall be communicated when the purchase is concluded and shall be stated in the order confirmation. In general, it is based on the delivery period of the respective supplier.
- 3.3. If a payment on account or advance payment has been agreed with the customer, delivery shall only be made after full settlement of the advance/account payment. Teo Jakob AG shall not be liable for any delays in delivery due to non-payment on account or advance payment (also not for fixed dates).
- 3.4. The dispatcher of Teo Jakob AG decides on the final mode of shipping (postal delivery or delivery by lorry), irrespective of the confirmed modes of shipping and costs according to 2.4 or 2.5. If the mode of shipping is already known at the time of conclusion of the purchase, it will be stated in the order confirmation. As a rule, delivery by post will be made to the kerbside or to the relevant post office and delivery by lorry to the buyer's domicile (point of use).
- 3.5. If the purchase contract includes several articles, delivery or shipping shall be made collectively as soon as the goods are complete and ready for delivery. Teo Jakob AG is only obliged to make partial deliveries if this has been agreed with the customer accordingly.
- 3.6. If a collection has been agreed with the buyer, the buyer will be informed as soon as the goods have arrived at the specified location. If the buyer fails to collect the goods despite a reminder, Teo Jakob AG may withdraw from the purchase contract after two months from the arrival of the goods without further notice and use the goods for other purposes or return them to the supplier. In this case Teo Jakob AG reserves the right to charge for expenses and costs incurred.
- 3.7. The transfer of benefit and risk of new goods shall be
  - after their separation or commissioning (pick up goods)
  - after handover for delivery resp. shipping (delivery and postal shipping)
  - upon handover to the customer (direct sale ex warehouse with immediate take-away).
  - In the case of second-hand and exhibition goods, benefit and risk are already transferred to the customer upon conclusion of the contract.

Teo Jakob AG shall ensure that the packaging is suitable for normal transport conditions, but rejects any liability for transport damage caused by improper handling by third parties after the goods have been shipped.

## 4. Liability and warranty

- 4.1. A warranty of two years from the date of delivery applies to construction and material defects that are not due to normal use. If the manufacturer's warranty includes a longer period, the latter shall apply.
- 4.2. Deviations in structure and color are unavoidable with certain materials (wood, marble, leather, textiles, etc.) compared to the specifications and therefore do not entitle to complaints or warranty claims. No guarantee can normally be given for the lightfastness of the colors of wood, leather, plastic and certain textile fabrics.
- 4.3. Excluded from the guarantee is damage caused by incorrect operation or improper intervention, or damage caused by wear and tear, ageing and improper handling. The guarantee expires if goods have been further processed or modified by the buyer despite recognizable defects.
- 4.4. The buyer must inspect the delivered goods as soon as possible. Complaints must be made within 8 days of receipt of the goods. Later discovered defects, i.e. defects that become apparent during the warranty period, must be reported immediately, but no later than three days after their discovery.
- 4.5. Defects will be rectified by Teo Jakob AG free of charge within the scope of the guarantee, unless Teo Jakob AG prefers to replace the goods with defect-free goods. Further claims shall be excluded.
- 4.6. Teo Jakob AG declines any liability for damage caused by the use of the goods to the basic structure of the building (e.g. floor, walls) or to the purchaser's furniture, except in the case of a construction error according to section 4.1. The purchaser must ensure before use that no damage can be caused by the product. If there are any doubts concerning the safe or proper use of the product, the specialists of Teo Jakob AG will be pleased to help.
- 4.7. In justified exceptional cases Teo Jakob AG is prepared to take back goods sold to the customer as a gesture of goodwill. The amount of goodwill depends on the respective situation, the time of purchase, the condition of the goods as well as their reusability. Teo Jakob AG reserves the right to charge for expenses incurred in this regard for collection, shipping and assembly/disassembly.

## 5. Payment

- 5.1. Basically, payment can be made in advance, by invoice or by credit card (Mastercard, Visa, American Express). In addition to cash payments, payments by debit card (Postcard, Maestro) are also accepted.
- 5.2. For orders of CHF 2,500 or more, a deposit of 50 % of the order amount must be paid within 10 days net. The balance shall be paid net within ten days of receipt of the final invoice.
- 5.3. If no different payment term has been agreed for invoices and advance payment or if the payment term is not visible anywhere, a payment term of ten days net shall apply.
- 5.4. In case of non-compliance with the agreed payment term, the customer shall be in default without further reminder. Teo Jakob AG reserves the right to initiate debt collection measures after a written reminder and to reclaim the costs incurred by the default for reminder, debt collection including 5 % interest on arrears.
- 5.5. Reservation of ownership: The goods remain the property of the seller until the purchase price has been paid in full. The seller shall also be entitled to have this reservation entered in the official register at the buyer's expense.

## 6. Application of law and place of jurisdiction

- 6.1. These General Terms and Conditions shall be governed by and construed in accordance with the substantive laws of Switzerland (in particular the provisions of the Swiss Code of Obligations), to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law.
- 6.2. Place of jurisdiction shall be the statutory seat of Teo Jakob AG (Bern, Switzerland).