General Terms and Conditions

of

Obrist interior AG / Studio Tonic AG

1. Exclusive applicability

[1] Obrist interior AG and/or Studio Tonic AG are hereinafter referred to as the Contractor. The specific Contractor is specified in the respective order documents.

[2] These General Terms and Conditions (hereinafter referred to as GTC) apply to all orders placed with the contractor, unless otherwise agreed between the contractor and the customer. These GTC take precedence over the customer's general terms and conditions.

[3] Should any provision of these GTC prove to be wholly or partially invalid, it shall be replaced by a provision agreed between the parties that corresponds as closely as possible to the invalid provision in legal and economic terms.

2. Quotation

[1] Quotations with a description of the products to be manufactured and/or services to be provided (hereinafter: products) shall be prepared by the contractor on the basis of the customer's requirements specifications.

[2] The initial consultation and the first quotation are generally free of charge. Further proposals, consultations, clarifications, and revisions to quotations are subject to a fee. In particular, on-site visits will be charged additionally and at full cost.

[3] Quotations are valid for thirty (30) days, unless another period is expressly specified. The contractor is not obliged to accept quotations that are received after this period.

3. Copyright

The offers, drawings, plans, and samples, as well as the specifications of the written offer, remain the property of the contractor. They may not be disclosed to third parties or used for any other purpose. In particular, offers may not be used to obtain competing offers, even if the commercial conditions are covered.

4. Conclusion of contract

[1] The customer must review the offer prepared by the contractor and inform the contractor of any desired adjustments. After revising the offer, the contractor shall send the customer an order confirmation (including the scope of services, prices, delivery times, if already known at the time of order confirmation, and a reference to these General Terms and Conditions).

[2] The customer's consent to the order confirmation is given by signing and returning the order confirmation to the contractor. Changes made after the customer has countersigned the order confirmation will be communicated to the customer in writing by the contractor. They shall be deemed to have been accepted by the customer if he does not object to them in writing within ten days.

5. Ordering and production

5.1 Scope of services

The scope of services is based on the order confirmation.

5.2 Performance dates

[1] The delivery dates are based on the order confirmation and are only considered binding in terms of agreed (delivery) deadlines if this is explicitly stated in writing. If an order change requires the adjustment of a deadline specified in the order confirmation, if the planned delivery date cannot be met due to construction delays on site, or if payment by the customer in accordance with Section 6.2 below has not been made on time, the contractor shall be entitled to a reasonable extension of the deadline for the performance of its own services.

[2] Furthermore, the contractor shall be entitled to an extension of the agreed deadlines if it is not at fault for the delay in performance and has taken the necessary and reasonable additional precautions to accelerate performance. Such events for which the contractor is not responsible include, in particular, cases of force majeure (such as storms, pandemics, natural disasters, epidemics, and the like), labor disputes, labor shortages as a result of general changes in the market economy, delivery and transport disruptions, or the exceeding of standard values for local conditions (e.g., with regard to humidity).

[3] If, according to the contractor, delays in delivery for which the contractor is not responsible result in additional costs (cancellation costs, transport expenses, inconvenience, etc.), these shall be reimbursed by the customer.

6. Price & Payment Terms

6.1 Prices

[1] The prices are specified in the respective order confirmation and do not include value added tax, fees, customs duties, and other additional costs levied by the authorities at the place of performance. We reserve the right to make subsequent changes to orders.

[2] The following costs are to be compensated in addition, unless explicitly mentioned in the order confirmation:

- Surcharges for overtime, night, and Sunday work by employees or persons commissioned by the contractor for installations carried out by the contractor on site.
- Meals and accommodation for employees or persons commissioned by the contractor for installations carried out by the contractor on site.
- Advance delivery or subsequent delivery of materials.
- Additional planning work in the event of changes to the design or deviations from the planning principles underlying the order confirmation.
- Unloading/unloading of goods.
- Dismantling and disposal of existing equipment at the place of performance.
- Disposal of the waste generated.
- Expenses for unplanned temporary storage of goods and containers due to delays for which the contractor is not responsible (costs of delay in acceptance).
- Import duties and taxes.
- Transport and insurance in the event of a deviation between the agreed place of performance and the final destination.
- Safety equipment and its installation.
- Official clarifications (e.g., regarding escape routes, fire compartments, light openings, etc.).
- Official permits for employees or persons commissioned by the contractor.
- Construction management and supervision, unless otherwise agreed.
- Adjustments to floor and ceiling coverings.
- Electrical connections and lighting installations for the delivered products, unless included in the service description.
- Costs for additional expenses that exceed the scope of services described in the order confirmation.

6.2 Terms of payment

[1] Unless otherwise specified in the order confirmation, the following partial payments are due:

- 40% of the contract amount upon receipt of the order confirmation
- 30% of the contract amount before the start of production
- 30% of the contract amount before shipment of the manufactured goods

[2] Checks are not accepted as a means of payment. Any transfer fees are to be paid in full by the customer. The assertion of defects does not release the customer from the obligation to comply with the payment deadlines and to make the partial payments on time. For payments not made in accordance with the contract, default interest of 5% will be charged on the amount due for payment.

[3] The contractor is entitled to demand a bank guarantee for the sum of the outstanding partial payments or full advance payment before the start of production if there are justified doubts about the customer's solvency.

7. Collateral

7.1 Right of retention

If the customer defaults on payment or their financial circumstances deteriorate, the contractor is entitled to withhold their services or to wait with performance until, at the contractor's discretion, the due partial payments have been settled or the costs for the contractual services to be rendered have been secured in full.

7.2 Right of withdrawal

If the contractor is not secured within a reasonable period of time at its request or if the due partial payments are not made, it may withdraw from the contract with full indemnification.

7.3 Retention of title

The products remain the property of the contractor until the final invoice has been paid in full. The right to enter this in the retention of title register is reserved. By signing the order confirmation, the customer gives their irrevocable consent to the entry of the retention of title.

8. Transport and unloading

8.1 Transport

Responsibility for transport, cost bearing, transfer of benefit and risk, conclusion of insurance policies, etc. for the products to be delivered is governed by the provisions of the Incoterms provisions contained in the order confirmation (in the version valid at the time of order confirmation).

8.2 Opening and unloading

The contractor must open the transport container (container, truck, crates, etc.), in particular remove the seals. Exceptions require the prior written consent of the contractor. In this case, the customer must agree the procedure with the contractor in writing. If the seal is removed without the written consent of the contractor, all warranty claims of the customer against the contractor shall lapse. The containers shall be unloaded by the customer. The customer shall provide a suitable number of persons on site and shall be responsible for procuring suitable unloading equipment (forklifts, etc.) for unloading the delivered products.

9. Building assembly

9.1 Principle

Unless otherwise agreed, the customer is responsible for the organization, execution, and costs of on-site assembly. The customer must engage qualified and experienced specialists for this purpose.

9.2 Installation by the contractor

[1] If agreed, the installation of the delivered products shall be carried out by the contractor.

[2] The following provisions shall apply:

- The customer shall provide suitable accommodation (1 room/fitter, 3-star standard) and meals for the fitters and shall bear the corresponding costs.
- The customer shall bear the additional costs for travel time and additional travel and logistics costs in the event of unforeseen interruptions to the work caused by the customer.
- The customer shall bear the additional costs for statutory or contractually applicable surcharges for overtime, night work, and Sunday work. Assignments outside normal working hours (6:00 a.m. to 8:00 p.m. local time) shall be remunerated with an additional wage surcharge of one hundred percent (100%).
- The customer shall bear the costs of any adjustments required as a result of discrepancies between the construction dimensions provided by the customer and those determined on site, as well as in the event of dimensional deviations due to deformed walls, masonry, or other fixtures. The contractor shall immediately notify the customer of such findings in writing.
- The customer shall bear any additional costs resulting from circumstances complicating the installation that could not have been foreseen when the offer was made (for the purposes of this provision, "circumstances complicating the installation" include, for example, construction defects, poor accessibility, site preparation, and the like). The contractor shall immediately notify the customer of such findings in writing.
- The customer shall bear the costs of covering components due to insufficient storage space during the installation phase.
- The customer shall obtain the property-related official clarifications, requirements, and building owner information, such as escape routes, fire compartments, light openings, etc.
- The customer is responsible for checking the moisture content of the construction site. This must comply with locally applicable standards or customary practice in accordance with applicable standards (e.g., SIA standards in Switzerland). The customer must inform the contractor of this in writing.
- The customer must prepare the floor coverings and walls of the construction site adequately for installation.
- The contractor may assume that the electrical connections and distribution boxes on site are sufficient for the new installations and that no new installations or capacity adjustments are necessary.
- Unless otherwise agreed, the customer is responsible for construction management and coordination.
- The customer is responsible for general construction site safety and cleaning.
- The consequences of delays on site due to the late completion of preparatory and ancillary work shall be borne by the customer.

10. Acceptance

[1] Upon acceptance, the delivered products shall be deemed to have been delivered and the warranty period for work and materials shall commence. Acceptance shall take place upon arrival of the products at the agreed place of performance or, in the case of assembly by the contractor, upon completion of the work to be carried out by the contractor. The acceptance report shall be signed by the customer and the contractor. If the contractor is represented at the time of acceptance, the report shall be signed by the representative and forwarded to the contractor without delay. If the customer fails to sign the acceptance report, the delivered products shall nevertheless be deemed to have been accepted. If no acceptance has taken place within thirty (30) days of delivery of the products or completion of the work by the contractor, the time of the last performance by the contractor shall be deemed to be acceptance.

[2] If the contractor provides consulting services (design, concept, advice, etc.), the contractor warrants in this context that it will act with due care within the agreed scope of the consulting services. The consulting services shall be deemed to have been rendered as soon as the contractor has handed over or transmitted the results of the consulting services to the customer. No acceptance shall take place in this regard.

11. Warranty and liability

11.1 General

[3] The contractor guarantees that all services will be performed professionally in accordance with the order confirmation. Defects must be reported to the contractor in writing by the customer during the warranty period immediately after their discovery. Liability for indirect and consequential damages is excluded to the extent permitted by law.

[4] The contractor grants the customer a warranty period of one **(1) year** from acceptance for work performed and products manufactured in accordance with the contract, unless mandatory statutory provisions stipulate a longer warranty period. Services based on consulting activities in accordance with Section 10.2 above are excluded from the warranty.

11.2

[1] The customer must report visual defects (e.g., scratches) upon acceptance. Any subsequent claims for such defects are excluded.

[2] The contractor is not liable for color differences between the products and any samples provided to the customer, or between different natural products (wood structures, stone, etc.).

[3] The luminous flux and power of an LED module/light source are subject to a tolerance of +/- 10% of the nominal value. Values within this tolerance do not constitute a defect. The perception of light color and intensity may vary depending on the location of use.

11.3 Faulty dimensions

The contractor shall only be liable for incorrect measurements if it has taken the measurements itself on site. However, the contractor shall not be liable for measurements or deviations from the products it has manufactured if the measurements have been provided to it by the customer.

11.4 Unloading, unpacking, and installation

The contractor shall not be liable for damage caused during unloading or unpacking of the delivered products, provided that the contractor is not responsible for unloading or unpacking. Furthermore, the contractor shall not be liable for damage caused during assembly by the customer or by third parties engaged by the customer.

11.5 Electronic devices

For electronic devices such as lights, light bulbs, etc., the contractor shall only provide a warranty to the extent permitted by law and to the extent that the relevant suppliers provide a warranty to the contractor.

11.6 Improper handling and use, wear and tear

No warranty shall be provided for defects and damage resulting from improper handling and use by the customer (including, for example, unusual physical or electronic stress, excessive strain, misuse, use outside the specifications, etc.), failure to follow the care guidelines, natural wear and tear, or unauthorized repairs or modifications by third parties.

12. Data protection

With regard to the processing of personal data, please refer to our privacy policy at:
https://www.obrist-interior.ch/fileadmin/user_upload/PDF/Datenschutz-2023/20230714_Datenschutzerklaerung_de_OBI.pdf
https://studiotonic.ch/fileadmin/user_upload/Datenschutz-2023/20230714_Datenschutzerklaerung_de_STT.pdf
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13. Advertising

The customer permits the contractor to refer to the work carried out for the customer for advertising and information purposes, unless expressly agreed otherwise. The customer may revoke this consent at any time, whereby the revocation shall only take effect for the future.

14. Applicable law and place of jurisdiction

Swiss law shall apply to this contractual relationship, excluding conflict-of-law rules referring to foreign law under Swiss private international law (IPRG) or international treaties. The exclusive place of jurisdiction for all disputes arising in connection with the order, including these GTC, is the registered office of the contractor, subject to any deviating mandatory places of jurisdiction under federal law.

If the customer is based abroad, notwithstanding the above, all disputes, disagreements, or claims arising from or in connection with this contract, including its validity, invalidity, breach, or termination, shall be settled by arbitration in accordance with the International Swiss Arbitration Rules of the Swiss Arbitration Center. The version of the Rules of Arbitration in force at the time of filing the notice of arbitration shall apply.

The arbitral tribunal shall consist of three members;

The seat of the arbitration shall be at the registered office of the contractor;

The language of the arbitration proceedings shall be German."