



General Terms of Sale and Delivery

General

The following General Terms of Sale and Delivery shall exclusively apply to all material deliveries. In award of his contract, the Customer shall expressly confirm his acceptance of these General Terms of Sale and Delivery. Any deviations from these General Terms of Sale and Delivery, any verbal agreements, or any conditions set by the Ordering Party shall become legally valid only upon their confirmation in writing by SITAG AG. At any time, and without prior notice, SITAG AG reserves the right to implement modifications or improvements in its products. Obvious errors such as writing mistakes, invoicing errors, or arithmetic mistakes shall not be binding. We reserve the right to make price changes at any time without prior notice. Details of the payment process can be forwarded to the Swiss Creditreform Association.

Quotations and prices

All prices are in Swiss francs (CHF) and do not include value-added tax (Swiss Mehrwertsteuer), as valid from the registered home office in Sennwald, Switzerland. The prices indicated in our Confirmation of Order may vary. Increases in the price of materials, new or increased customs fees, changes in transport costs, wage or salary increases, changes in foreign currency exchange rates, and the like – which occur after submission of our Quotation, or after submission of our Confirmation of Order, and which render the quoted or sold goods more expensive – shall authorize us to make a corresponding change in the sales price charged to the Ordering Party. Unless otherwise agreed to the contrary, all prices shall be understood as net prices, without discounts, deductions, or any charges. Prices quoted or charged shall not be binding for future or follow-up Orders.

Product modifications

For all products depicted and described in our sales material, we reserve the right to make modifications or changes in technical details, in prices, and in formal execution of Orders.

Orders and conclusion of sales contracts

In awarding his Order, the Ordering Party thereby accepts these General Terms of Sale and Delivery. A verbal or written Order shall be considered as accepted once it has been confirmed by us in writing. Verbal agreements shall be valid only upon subsequent confirmation in writing. Our Confirmation of Order shall determine the extent and the manner of execution of our deliveries. After we have provided our Confirmation of Order, cancellation of or modifications to the Order are possible only in accordance with our written agreement, and only with application of any additional costs that may arise as a result thereof. The Customer must, within the agreed period, accept on-call goods that he has ordered for delivery upon issue of release order (Abruf). If the Customer does not accept such Orders within the agreed period, we reserve the right to invoice the goods and to charge warehouse fees.

Changes in Orders

Modifications to Orders with regular delivery scheduling are possible only within the first five (5) working days after Confirmation of Order. Such modification shall, however, extend the delivery period by approx. two (2) weeks. Additional costs that arise as a result of order modifications shall be invoiced as they occur. In case of shorter delivery schedules agreed in deviation therefrom, changes shall not be possible. Customized Orders cannot be changed. In the event of cancellation of an Order, the Ordering Party shall be obligated to reimburse all additional expenses and all costs arising up to the point of cancellation of the Order.

Delivery schedules

We make every effort to observe agreed delivery dates. Delays in delivery shall not entitle the Ordering Party to cancel the Order, or to request reimbursement for any damages whatsoever that may arise from such delay. The delivery date begins on and not before that date at which definitive finalization of all qualitative and technical details takes place. Shortages of raw materials, production trouble, and cases of force majeure shall release us from our agreed delivery commitments during the period of such obstructions. The Customer shall not be entitled to lodge any claims whatsoever for reimbursement of damages for late delivery, or claim any penalty for delay in fulfilment of contract, that may arise from delays in delivery. If the Ordering Party does not accept the goods at the agreed delivery date, the day of readiness for forwarding shall be considered as the day of delivery. In such cases, SITAG AG will be entitled to invoice the goods, including any additional costs that may have arisen thereby (e.g., by storage, with all risks thereby to be borne by the Ordering Party), with payment of such invoices to be due immediately.

Forwarding of goods

Goods shall be forwarded in accordance with the valid agreement as reached, whereby we reserve the right to select the mode of forwarding. Additional expenses for special types of forwarding – such as air freight, fast delivery, or express service – shall be additionally invoiced. In case of lorry (truck) delivery, the signature of the Recipient or his agent (e.g., his employee) shall be considered as confirmation for complete and satisfactory receipt of goods. Incomplete or incorrect deliveries, as well as transport damages, must be reported in writing within twenty-four (24) hours of receipt of goods. Other shortcomings must be reported in writing within a period of eight (8) working days after receipt of goods. Transport damages caused by Swiss National Railways (SBB) must be reported to the responsible freight distribution centre. Unloading shall take place onto ground level, or onto a ramp, according to the instructions and under the responsibility of the Ordering Party. The Ordering Party shall at his own cost provide the required staff for unloading goods.

Transfer of risks and use

The transport of our deliveries takes place at the risk and at the danger of the Receiving Party. Any damages or losses that may take place must be reported immediately after receipt of the goods to the responsible transport company, to enable submission of a Report of Damage or Loss.

Payment

Prices shall be considered net, without any discounts or deductions, and shall be payable within thirty (30) days from the date of invoice, insofar as other conditions have not been agreed. In the event of delay in payment, we reserve the right – without issuing notice of default in payment – to invoice five percent (5%) interest on arrears. The Ordering Party must observe the payment dates, even if transport, delivery or unloading, equipment assembly, equipment commissioning, or official turnover of the delivery are delayed or prevented by causes for which SITAG AG is not responsible. If the Ordering Party makes unauthorized discounts or similar deductions from the amount paid, these deducted amounts shall be subsequently invoiced to the Ordering Party.

Samples

Only in exceptional cases, only after special agreement, and only for a maximum period of three (3) weeks can we provide products as samples. If the provided goods are not returned within this period, the goods shall be considered as sold and shall be invoiced. In the event that the goods are returned, the stipulations given below for "Return of goods" shall in all cases apply.



Return of goods

With the exception of cover material defined as "samples", there is basically no right of return of goods. Returned goods shall be accepted only after prior written agreement, in all cases of which the goods must be returned with delivery free of charge to our registered home office in Sennwald, Switzerland, and with a copy of the bill of delivery. Credit notes arising from return of goods shall not be paid to the Ordering Party; instead, they shall be credited against other goods ordered. No return whatsoever is possible for customized goods, or articles especially procured.

Reservation of title to goods pending payment in full

Delivered goods remain our property until payment in full has been performed. The Ordering Party shall be obligated to contribute to those measures required for the proper protection of our property. During the period of reservation of title to goods pending payment in full, the Ordering Party shall maintain the goods delivered in good condition and shall ensure them on our behalf against theft, breakage, fire, water, and all other risks. The Ordering Party shall further take all measures to ensure that our claim to title shall be neither impaired nor annulled.

Quotations, plans, and technical documents

The information in brochures and catalogues, without the reaching of supplementary agreements, is not binding. Plans, engineering and design documents, and other quotation materials, remain the property of SITAG AG. Without our express prior consent, they may not be copied, provided to third parties, or used for purposes other than those for which they were intended. All materials and documents must be returned to us upon our request. Quotations with an expiry date shall be valid as stated; otherwise, quotations shall remain valid for a period of ninety (90) days after their issue date.

Requirement to inspect and report shortcomings

The Ordering Party must inspect the delivered goods immediately after their receipt, and shall without delay report any shortcomings to us in writing. If the Ordering Party fails to submit a justified report of shortcomings with eight (8) working days after receipt of the goods, then this shall be considered to signify that the Ordering Party has approved the consignment insofar as it contains no obvious shortcomings. Without our prior written consent, no repairs or modifications invoiced to us may be made to the delivered goods.

Guarantee periods

We provide a guarantee of five (5) years to cover the structure, the material, and the craftsmanship of SITAG products, on the basis of their average use of eight (8) hours a day, 222 working days per year. This 5-year guarantee does not cover desks with electric or pneumatic/liftmatic height adjustment, upholstery material, pneumatic parts, castors, or gliders – for which we grant a guarantee of two (2) years on the basis of their average use of eight (8) hours a day, 222 working days per year. If the products are used for more than one shift per day, the term of guarantee shall be accordingly reduced. The term of guarantee begins ex works. The SITAG label, which is attached to each item of furniture, shall be determining in this context. Damage to products that may be attributed to improper use shall not be accepted by us as falling under the guarantee. If the SITAG label is removed from the product, this removal shall invalidate the extended manufacturer's guarantee. The guarantee does not cover damages arising from deviations from standard series models as requested by the Ordering Party. N.B.: The guarantee likewise does not cover the natural wear and tear of product parts such as castors, cover material, gas springs, surface areas, and the like.

Extent of guarantee liability

We shall rectify at our cost any shortcomings falling under the guarantee. Insofar as repair is possible, the right to cancellation of contract, or to price reduction, is thereby excluded. We reserve the right to make another arrangement that will appropriately satisfy the interests of both partners.

Any further claims on the part of the Ordering Party on account of deficient deliveries – especially claims for restitution of damages arising from consequential costs or damages – are hereby excluded.

During the first twelve (12) months, services provided by our Mobile SITAG After-Sales Service shall be free of charge for spare parts and repairs. After this period, the Customer shall pay the freight costs, or a lump-sum travel fee and labour costs.

Guarantee period	Material costs	Labour costs	Freight costs	Travel costs
0-12 months	–	–	–	–
13-24 months	–	x	x	x
25-60 months	–	x	x	x

Exclusion of guarantee liability

We do not provide guarantee for delivered cover material, or for wood or colour samples. Our guarantee likewise does not cover natural wear and tear, improper use, excessive use of the products, or the results of lack of proper care. Upholstery cover materials are not included in the guarantee. No complaints shall be considered that concern slight deviations of the goods from the masses, colours, or designs as shown in illustrations, samples, or sales material. Complaints shall also not be accepted as arising from incorrectly handled or damaged goods, or goods not installed in accordance with relevant regulations. The guarantee shall also not cover damages arising from modifications, repairs, improper maintenance by third parties, or application of violence. Colour and structural deviations in cover materials or decors are an unavoidable part of the normal production process and are not covered by the guarantee. Such deviations in leather (e.g., scars, cracks, or fat wrinkles) and in wood (colour shades and wood structure) are a result of natural processes and are likewise excluded from the guarantee, especially in the case of subsequent deliveries. All claims of the Ordering Party other than those expressly stated in these General Terms of Sale and Delivery shall be invalid, regardless of the legal basis on which they are presented: such exclusion from validity shall especially include any and all claims for restitution of damages, reduction in price, or cancellation of order that are not expressly stated herein. In no event shall claims by the Ordering Party be valid as concerning restitution of damages not arising from the goods delivered themselves: e.g., interruption of production, loss of use, loss of orders, reduction in profit, or any other directly or indirectly occurring damages.

Place of performance and legal venue

Sennwald SG, Switzerland, is place of performance for both Parties. Any disputes arising herefrom shall be settled in the regular court of jurisdiction in Sennwald SG, Switzerland. We shall be entitled, however, to initiate legal proceedings against the Ordering Party at his registered place of business.

Applicable law

Swiss law shall exclusively apply, under exclusion of the Vienna Sales Convention (Wiener Kaufrecht: United Nations' convention regulating contracts for international sales of goods: SR 0221.211.1).

This version:

Sennwald, SG, Switzerland, 09 October 2017