

## General Terms of Sale, Delivery and Payment of Pollinger AG

### I. Scope of application

1. The present General Terms and Conditions of Sale, Delivery and Payment of Pollinger AG (hereinafter referred to as GTC) apply to all business relations of Pollinger AG with customers as soon as they have become part of the contract. Pollinger AG generally announces these GTC to the customer before signing the contract, be it by printing in catalogues / documentation, on offers, order confirmations, delivery notes or invoices.
2. Individual arrangements in written agreements or assurances of Pollinger AG vis-à-vis the customer, namely in offers, order confirmations or on delivery notes shall take precedence over the GTC provided that they contradict them. If these GTC conflict with the customer's general terms and conditions of purchase, the GTC of Pollinger AG shall prevail over those of the customer, even if this has not been expressly agreed.
3. Unless otherwise agreed, these GTC also apply to all follow-up services between Pollinger AG and the customer.

### II. Entry into effect of the contract

1. If the customer orders goods without this order having been preceded by an offer from Pollinger AG, the contract shall be concluded upon the execution of the delivery by Pollinger AG. The product specification (incl. price) recorded in the delivery note and on the invoice of Pollinger AG as well as the scope of the actually executed delivery according to the delivery note are contents of the contract. Product specifications and other assurances according to catalogues / documentation of Pollinger AG are not binding.
2. If the customer orders goods after having received an offer from Pollinger AG and if Pollinger AG carries out the order without further ado, the contract will be concluded upon receipt of the order, provided that it agrees with the offer. The scope of services described in the offer as well as the conditions and product specifications listed therein are contents of the contract.
3. If the customer orders goods and if Pollinger AG finds it necessary to issue an order confirmation, then the contract arises with the delivery of the order confirmation to the customer. The scope of service described in the order confirmation, as well as the conditions and product specifications specified therein, unless the customer requests changes immediately after receipt by fax or e-mail, are contents of the contract.

### III. Prices

1. The prices listed in the catalogues and documentations are non-binding recommended prices. Price changes are always reserved.
2. All prices are in principle exclusive of VAT, ex works, without packaging and without any deduction. If the respective order confirmation by Pollinger AG states "Delivery domicile / registered office of customer", etc., the prices include transport costs excluding VAT and other duties and charges, without packaging and without any deductions, up to the place of destination.

### IV. Delivery

1. All deliveries of Pollinger AG are made from the registered office in Visp. Benefit and risk of delivery pass to the customer upon departure from the company headquarters of Pollinger AG in Visp.
2. If the respective order confirmation by Pollinger AG states "Delivery domicile / registered office of customer", etc., the place of performance for all obligations arising from the contractual relationship between Pollinger AG and the customer is the respective destination. In particular, the benefits and risks are transferred to the customer at the point of destination.

## V. Terms of payment

1. With the exception of different and accepted offers or written agreements, the following due dates apply (fixed due dates): 40% upon conclusion of contract/order, 50% upon delivery and installation, 10% within 30 days of final invoice being issued.
2. All other invoices from Pollinger AG (i.e. non-kitchen delivery and installation invoices) are due net within 30 days of invoicing.
3. After the due date passes, the customer defaults without prior warning. Default interest is 5%.
4. After the due date passes, Pollinger AG is entitled to take back all goods delivered on the basis of this contract. When contract products are being taken back, the customer must provide Pollinger AG with access to the goods delivered. The taking back of these contractual products does not infer any withdrawal from this contract, unless this is explicitly declared by Pollinger AG in writing. Otherwise, the provisions of the Swiss Code of Obligations (OR) apply.
5. Pollinger AG remains the owner of its entire delivery until it has received payment in full in accordance with the specific contract. Upon conclusion of contract and at the expense of the customer, the customer authorises Pollinger AG to record a retention of title in the official register and to conclude all related formalities.
6. If fronts or parts are damaged or defective during handover of the kitchen, and if such have to be replaced, the customer may only withhold the value of such as stated on the final invoice.

## VI. Delivery

1. Only the delivery dates promised by Pollinger AG are binding. These are extended appropriately if the customer subsequently changes the order or if obstacles arise that are beyond the control of Pollinger AG, such as late delivery by the suppliers of Pollinger AG or force majeure.
2. If there are delays vis-à-vis written delivery deadlines, Pollinger AG shall inform the customer. Pollinger AG has the right to be granted a reasonable grace period. After expiry, the customer may withdraw from the contract within three days. The customer is not entitled to compensation for any damage caused by late delivery against Pollinger AG, which has arisen outside of the sphere of influence of Pollinger AG or due to force majeure.

## VII. Examination and acceptance of deliveries and services

1. The customer has the obligation to examine the received contractual products immediately after receipt of the delivery (examination period) and to notify recognisable defects within 10 days (notice period) in writing to Pollinger AG so that they can forward the complaint to their supplier. If the customer fails to do so, the contractual products shall be deemed approved.
2. Hidden defects must be reported immediately after discovery in writing.
3. For kitchen facilities an acceptance protocol is created, which is binding for both parties.

## VIII. Warranty and liability for defects

1. The warranty period for all contractual products is six months. The warranty period begins in any case, including for "delivery domicile / registered office buyer" etc., with the departure of the contractual products from the registered office in Visp.
2. For replaced or repaired contractual products, the warranty period begins again in accordance with no. VIII.1.
3. The warranty covers the contractual scope of services. Therefore, only those properties which have been designated as such in the offers, order confirmations, delivery notes or invoices are guaranteed. Product specifications of the order confirmation and other characteristics assured therein, which deviate from those in the offers, take precedence in any case. Any warranty is waived for deviations in wood structure and colour.
4. Pollinger AG assumes the warranty for defects and errors in contractual products or their parts, which are demonstrably found within the warranty period as a result of bad material or faulty fabrication. Pollinger AG shall provide free replacement of the defective contractual product or its parts. Replaced contractual products or their parts become the property of Pollinger AG. However, the cost of the replacement delivery may under no circumstances exceed the respective current value of the total delivery originally delivered.
5. Additional costs outside the operation of Pollinger AG are borne by the customer in each case.

## IX. Disclaimer

1. All cases of breaches of contract and their legal consequences as well as all claims of the customer, irrespective of their legal basis, are ultimately regulated in these GTC.
2. In every case, Pollinger AG is entitled to a right to rectification vis-a-vis the customer. If a subsequent rectification is not possible within a reasonable period of time or in the proper manner, the customer shall be entitled to a reduction or conversion, and in the event of fault of Pollinger AG, also a right to damages.
3. The customer's warranty rights shall be deemed to have been forfeited if the customer itself caused the defect or the defect was caused by instructions the customer gave against the explicit warnings of Pollinger AG regarding the execution.

## X. Jurisdiction

1. The contract between Pollinger AG and the customer is subject to Swiss law, excluding the Vienna Sales Convention.
2. For disputes arising out of or in connection with the contract between Pollinger AG and the customer, the parties recognize the **jurisdiction of ordinary courts in Visp**, However, Pollinger AG may also sue the customer at its place of residence / registered office.