

GENERAL CONDITIONS OF SALE – Version 01.10.2019

1. General

1.1

These General Conditions of Sale shall apply to all supplies of Products and Services of BENTWOOD GmbH, Gewerbestrasse 5, CH-6330 Cham, hereinafter „BENTWOOD “, to Customers.

1.2

Deviating or additional conditions, such as Customer's General Conditions of Purchase, shall only be binding if accepted by BENTWOOD in writing via e-mail or mail.

2. Formation of Contract

BENTWOOD's order confirmation shall govern the scope and execution of the contract.

3. Product Changes

BENTWOOD may deliver Products varying from the agreed specifications, as long as the Product supplied is technically equivalent or improved and has no negative impact on price, function and quality of the Products.

4. Technical Documents, Copyright

BENTWOOD reserves all intellectual property rights in the documents supplied to Customer. Without BENTWOOD's consent these documents shall not be made available to third parties or used to manufacture copies of the Products. Upon request, technical documents which had been made available in tangible form are to be returned to BENTWOOD.

5. Local Laws and Regulations

Customer shall in timely manner inform BENTWOOD's of any laws or regulations at the place of destination, in particular relating to safety, health or regulatory approvals required for the Products.

6. Price, Terms of Payment, No Set-Off

6.1

The Prices are based on the agreed Incoterm (2010 or latest edition), specified in the written offer.

6.2

Payments are to be effected at the agreed dates.

6.3

Customer may only withhold or set-off payments against counter claims which are either expressly acknowledged by BENTWOOD or judicially awarded to Customer by final

judgment. Provided it has no material impact on the use of the Products, the delay of an insignificant part of the supplies does not entitle the Customer to defer payments.

7. Reservation of Title

7.1

Until payment of the full price, the Products shall remain BENTWOOD's property. BENTWOOD shall be entitled to register and do all things necessary to preserve its property rights. Prior to the transfer of title, Customer shall not be entitled to pledge, grant security interests, process or alter the Products.

7.2

If Customer delays payments by more than 14 calendar days, BENTWOOD may cancel the contract and request the return of the Product at Customer's cost. As long as title is reserved to BENTWOOD, Customer shall insure the Products at its cost and naming BENTWOOD as beneficiary against theft, breakage, fire, water and similar calamities and risks. In addition, he will take all other measures reasonably required to protect BENTWOOD's property.

8. Delays in Delivery

Delivery term shall be extended in case BENTWOOD is prevented from performing the contract by Force Majeure. Force majeure shall equally be deemed to be any unforeseeable event beyond BENTWOOD's control which renders BENTWOOD's performance commercially unpractical or impossible, such as delayed or defective supplies from sub-contractors or sub-suppliers, labour disputes, governmental orders or regulations, epidemics, shortage in materials or energy, serious disruptions in BENTWOOD's works, such as total or partial destruction of plant and equipment or the breakdown of essential production facilities and serious disruptions in transport facilities. Should the effect of Force Majeure exceed a period of three months, either Party may terminate the contract forthwith. In such case Customer may not claim damages.

Extension of the delivery term may be justified as well if Customer is in delay with the fulfilment of his obligations under the contract, in particular, if he does not adhere to the agreed terms of payment or if he has failed to timely provide the agreed security.

9. Packaging, Shipping, Transfer of Risk

9.1

If the Products are to be provided with additional packing above the standard packing, such packing shall be charged additionally.

9.2

Customer shall timely, at least two (2) weeks prior to the agreed despatch date, notify special requests regarding carriage and insurance.

9.3

In case of carriage-paid delivery, transport arrangements shall be made by BENTWOOD and charged to the Customer.

9.4

Transport damages, missing or wrong items must be noted on the notice of receipt and documented by photo records.

10. Notification of Defects

Customer shall inspect the Products within one week after receipt with regard to readily identifiable discrepancies from the contract specifications, in particular regarding function and performance and shall notify BENTWOOD any such defects or deficiencies latest within another week.

11. Warranty, Statute of Limitations

11.1

In case of wrong deliveries, the delivery of defective Products or in case of defects resulting from false commissioning-, operation- or maintenance instructions Customer may, at BENTWOOD's election and cost, either request repair or replacement, provided that the remedy offered by BENTWOOD is not unduly burdensome on Customer. Replaced Products or parts shall, at its request, become again BENTWOOD's property.

11.2

For Products which are manufactured to specifications, drawings or patterns supplied by Customer, BENTWOOD's warranty shall be limited to proper materials and workmanship.

11.3

Customer shall be entitled to rescind the contract or to demand a reduction of the Price if

- the repair or replacement of the defective Product is impossible;
- BENTWOOD refuses the repair or replacement or if for reasons attributable to BENTWOOD the repair or replacement is delayed.

11.4

The warranty given hereunder shall not apply to defects or damages resulting from normal wear and tear, improper storage and maintenance, failure to observe the commissioning- or operating instructions, overstressing or overloading, unsuitable operating media, improper repairs or alterations by Customer or third parties, defects resulting from the use of other than original spare parts or other reasons beyond BENTWOOD's control.

11.5

No action or claim may be brought by Customer on account of any alleged breach of warranty or any other obligation or liability of BENTWOOD after the expiration of twelve (12) months from receipt of the Products by the end user or at the latest within eighteen (18) months from the receipt of the Products by BENTWOOD. The warranty for repaired or replaced parts or Products expires 6 months from the date of replacement or repair, at the earliest however upon expiry of the original warranty period for the Product. Reservation is being made for longer statutes of limitation under mandatory law.

12. Limitation of Liability

The rights and remedies of Customer are exclusively governed by these General Conditions of Sale and shall be in lieu of any remedies at law. All further claims for damages, reduction of the Price, termination of or rescission of the contract are excluded. Customer shall not be entitled to claim damages for loss of production, loss of use, loss of orders, loss of profit, loss of anticipated savings, loss of data, costs for dismantling or reinstallation of the Product or handling costs for claims management, as well as for claims of third parties for such damages or costs. This limitation of liability equally applies to the extent BENTWOOD is liable for acts or omissions of its employees or third parties engaged in the performance of its obligations. It does not apply where BENTWOOD's liability is mandatory under applicable Product Liability Acts.

13. Data Protection

13.1

In compliance with the provisions of data protection, BENTWOOD processes data that the Customer transfers to BENTWOOD (e.g. first and last name, invoice and delivery address, e-mail address, invoice and payment data) in order to accept and process the orders. For this purpose, BENTWOOD may also transfer this data to third parties and cooperate with so-called "processors" (e.g. partner companies, logistics companies, shipping partners and payment service providers).

13.2

In addition, BENTWOOD may process Customer's data for the purpose of complying with legal obligations as well as fraud prevention and, if necessary, for the transmission of claims to collection service providers.

13.3

If the EU Data Protection Regulation (GDPR) is applicable, the legal basis for the aforementioned data processing purposes is either Art. 6 (1)(1)(b), (c) or (f) GDPR. Otherwise the legal basis results from the relevant data protection regulations.

14. Severability

If any one or more of the provisions of these terms and conditions shall be determined to be invalid, illegal, or unenforceable, in whole or in part, or if an unintentional gap in the provisions of these terms and conditions becomes apparent, the validity, legality, and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the Parties hereto. Any such invalid, illegal, or unenforceable provision or portion of these terms and conditions shall be changed and interpreted, and any unintentional gap filled, so as to best accomplish the objectives of such provision or portion thereof in light of the purpose of these terms and conditions and within the limits of applicable law.

15. Place of Fulfilment, Applicable Law, Jurisdiction

15.1

The contract shall be governed by Swiss law, its conflicts of law provisions and the Convention on the International Sale of Goods (CISG) being excluded.

15.2

Exclusive jurisdiction for all claims out of or in connection with this contract shall revert to the competent courts at BENTWOOD's place of business in Zug, Switzerland.

The contractual relationship is subject to Swiss law.