

## General Terms and Conditions (GTC) Strasser AG Thun

### 1. In General

#### 1.1. Scope of application

These GTC are part of every contractual relationship between the customer and Strasser AG Thun. These GTC are also available for download on our website [www.strasserthun.ch](http://www.strasserthun.ch)

#### 1.2. Place of jurisdiction

Place of jurisdiction is Thun (BE, Switzerland).

#### 1.3. Applicable law

The Swiss law applies. In principle, the provisions of the Swiss Code of Obligations apply to the work contract, (OR Art. 363 ss.), the mandate (OR Art. 394 ss.), a contract of sale (OR Art. 184 ss.) and the SIA-Standard 118:2013 (general conditions for construction works). The SIA-Standard 118:2013 shall take precedence over dispositive statutory law. Contractual agreements (including these GTC) precede the SIA-Standard 118:2013. If other SIA standards are declared applicable in the contract, the same shall apply to them.

The applicability of the United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.211.1) is explicitly excluded for sales contracts of any kind.

#### 1.4. Terms of Payment for International business

For international transactions, depending on the region or countries, the following terms of payment apply:

- EU area:
  - For initial order: 100% of the purchase price.
  - For further business: 50% of the purchase price upon order and 50% before shipment of the goods or the work.
- Germany:
  - 50% of the purchase price by order.
  - 50% of the purchase price upon receipt of the goods.
- Countries outside the EU area:
  - 100% of the purchase price upon order.

### 2. Contracts for work

#### 2.1. Execution planning and offer

Offers with service descriptions are prepared based on the customer's requirements, and the product characteristics are declared to the customer. The initial consultation and the first offer are free of charge for the customer. For further proposals, consultations, clarifications, and adjustments, Strasser AG Thun can charge the customer for the time and effort involved. The validity for offers is 90 days. If an order is placed later, it must be confirmed by Strasser AG Thun in order for the previously offered conditions to be valid.

#### 2.2. Order and modifications

The services of Strasser AG Thun and the customer are bindingly described in the following documents which form the basis for the contractual relationship:

- Offer
- Order confirmation
- Contract for work
- Construction and schedule planning
- Supplementary offers
- Supplementary orders (work contract supplement)
- Verbal information

Change of order: If the order is subsequently changed, Strasser AG Thun is entitled to an appropriate extension of the working deadlines. Art. 84 ff of SIA Standard 118:2013, esp. Art. 90, shall apply.

Increases and decreases in services are reported separately from the basic services.

#### 2.3. Prices and dimensions

##### Prices

If a work price is specified as a unit price (Art. 39 SIA-Standard 118:2013), the specified quantities per item form the basis for the calculation.

If the work is carried out under direction (force-account works, Art. 44 ff. SIA-Standard 118:2013) or if additional work is carried out that is not included in the offer, this will be charged according to expenditure.

Expenses caused by this, interruption and staging costs, business expenses and additional services are charged based on reports prepared and are commissioned bindingly and at cost by verbal notification from the customer and/or the customer's employees on site. The customer assures that all employees who sign the corresponding notifications have the

necessary financial competences (powers of attorney) and that Strasser AG Thun can rely on them. The prices for additional work are based on approaches of the VSSM (Art. 49 Para. 2 SIA-Standard 118:2013); the use of service vehicles, small machines and special tools will be charged additionally. If a cost ceiling is agreed upon, it shall be deemed solely informational and not a binding price. Strasser AG Thun undertakes to regularly report the current costs to the customer and to inform him in good time before the cost ceiling is reached.

Market price fluctuations due to scarcity of resources or inflation-related price fluctuations are added to the factory price *if the relevant plans were not released by the customer on the specified date and the material order and production planning were delayed as a result*. The adjustment for inflation is made according to the index "Price indices of selected products for the construction industry" based on the Swiss Producer Price Index, BfS/KBOB. All services are shown exclusive of value added tax (net). The value added tax is added and openly declared. Additional expenses for the instruction of new employees of the customer or persons attributable to the customer (in particular following a change in job or function, etc.) will be charged.

#### Extent

If the total quantity to be executed deviates from the quantity offered by more than 20%, a new unit price shall be determined on the price basis of the offer. (Cf. Art. 86 SIA-Standard 118:2013).

Services not provided for in the contract or changed shall be agreed upon based on the original base price. Travel time is calculated as normal working time excluding overtime pay. Changes in collectively agreed wages and social benefits occurring after the conclusion of the contract for work and services will result in a price change. They must be immediately reported to the purchaser as soon as they are known to the manufacturer. The advanced disposal fee is always reported separately and cannot be waived.

#### **2.4. Terms of payment**

For domestic transactions, the following advance payments are made as a percentage of the contract amount at specified stages.

- 30 % at conclusion of the contract
- 30 % upon approval of the plan by ordering party
- 30 % after completion of the work
- 10 % (residual amount) 30 days after the final invoice

Additional work will be billed net monthly. The final invoice will be issued within 30 days after the final acceptance of the construction.

The payment term is 30 days starting the date of the invoice.

All payment deadlines are considered as expiration dates, i.e. after unused expiration of this deadline the customer is in delay of payment without further reminders. (Art. 102 Para. 2 OR).

The inspection of the invoice by a construction management party and the objection to defects do not release the Customer from compliance with the payment deadlines. A default interest of 5% will be charged for payments not received on time.

#### **2.5. Services and execution dates**

The following services are included:

- Confirmation of the material designs with the possibility of selection. The final specification and order will be supported by Strasser AG Thun in an expedient manner, e.g. by customer drawings, samples, and models available in the exhibition, catalogue illustrations, tables, plans, reference pictures and the like.
- Production planning according to order. The production planning is carried out by Strasser AG Thun based on the contract with the customer and the confirmed selection.
- Direct delivery to the construction site, unless otherwise agreed.
- Primer coating or impregnation, primer for components with exposure to the outside climate
- Final distribution within the construction site, unless otherwise agreed upon
- Construction, assembly
- One-time installation. Additional work, e.g. removal and installation or adjustment due to subsequent processing, e.g. painting, is subject to a charge.

Other services are not included.

Schedule: The customer is responsible for scheduling. The obligation of Strasser AG Thun to meet the agreed execution dates requires that Strasser AG Thun receives detailed technical information on time. The customer is responsible for providing evidence of this timely delivery of information. If the customer is in default, Strasser AG Thun is entitled to a reasonable grace period concerning the execution.

The consequences of on-site delays due to untimely completion of the (on-site) preparatory and ancillary work shall be borne by the Customer. A new date must be agreed upon with Strasser AG Thun. If Strasser AG Thun is not responsible for the delay (in particular in case of disturbances of industrial peace, labor shortages due to general changes in the market economy as well as delivery and transport disruptions), pandemics (including COVID-19) and other forms of force majeure and if Strasser AG Thun has taken the necessary and reasonable additional precautions, Strasser AG Thun is entitled to an extension

of the deadline. (cf. Art. 96 SIA-Norm 118:2013). In this case Strasser AG Thun will arrange new work dates. If the Customer requests changes to the work program or if additional work is to be performed, the deadlines shall be redefined. The Customer is responsible for construction management and coordination. Construction management services are to be remunerated with fees.

## 2.6. Material and construction materials

Wherever possible, Strasser AG Thun uses ecological products. Natural products have fundamentally different properties and characteristics and are subject to change, especially when exposed to the weather. Natural differences are to be expected, may not be ruled out and cannot be described as errors. This includes in particular (not exhaustive):

- Solid Wood
- Veneer
- Natural stone
- Wood-based materials
- Further organic materials
- Spatula technology (liquid metal, mineral)

The application is done by hand by our staff, which makes each surface unique, with an artistic aspect and with differences to the original patterns. Slight discolorations within the work are possible. All this is part of the character of this surface technology, cannot be avoided and must be accepted.

Specifications and restrictions on the choice of materials and their quality are always agreed upon individually. These include and are recognizable as references:

- Original pattern
- Illustration, Image
- Direct selection by the customer e.g. solid wood, granite, etc.

• Product declaration of the individual products  
A uniform overall design appearance is ensured within a "front unit" (per cabinet front). This includes:

- front joint pattern
- Surface appearance; color, texture

## 2.7. Construction site and delivery

When starting the installation work, the following conditions must be fulfilled:

- Construction conditions must allow unobstructed access to the building and unobstructed work of the installation group. For buildings with more than 2 floors including first floor, an elevator must be provided to Strasser AG Thun free of charge. This also applies correspondingly to terraced houses. If no suitable elevator system is available, Strasser AG Thun will organize the elevator system itself at the ordering parties expense.
- Sockets or suitable power outlets are installed within a radius of approx. 50 m around the installation

site. The connections for light and power currents are to be provided. The cost of electricity shall be borne by the customer.

- For the components and materials that are delivered by Strasser AG Thun, the customer must provide a suitable dry storage space free of charge.
- The stairwell must be easily accessible and not unduly restricted by scaffolding and other equipment or materials.
- Extra work, waiting time and additional costs resulting from non-compliance with these installation conditions may be charged to the customer.

## 2.8. Safety at work and cleaning

General safety and cleaning of the premises are the responsibility of the customer and are subject to a fee. Site-specific protective measures such as scaffolding, safety nets, walkways, electrical protection, etc. must be installed and maintained by the customer in accordance with the relevant safety regulations. The respective suppliers/companies are responsible for the safety at work and the cleaning of the individual workplaces and installation sites.

Strasser AG Thun is only responsible for the disposal of its own material. Percentage price deductions are not permitted.

## 2.9. Final acceptance of the construction and defects

The final acceptance of the construction and the liability for defects are governed by Art. 157 - Art. 180 SIA-Standard 118:2013.

The cession/assignment of any claims (including all defect rights and financial claims etc.) by the customer is excluded in any case (pactum de non cedendo).

## 2.10. Disclaimer

Strasser AG Thun is not liable for any damages or consequential damages due to delays in delivery caused by causes beyond the control of Strasser AG Thun, namely lack of resources, delivery difficulties of third-party suppliers or force majeure/events (e.g. earthquake, storm, pandemic, etc.) The customer acknowledges in particular Covid-19 as an event of force majeure for which Strasser AG Thun is not responsible.

## 2.11. Collateral in favor of Strasser AG Thun

If the customer is in default of payment (including partial payments or payments on account) or if debt enforcement or garnishment proceedings are pending or if a threat for bankruptcy has been pronounced or if a building constructor's lien has been registered by other companies involved in the construction, Strasser AG Thun is entitled to withhold its services until it is assured of the compensation.

If Strasser AG Thun has requested a payment claim, it may withdraw from the contract if the proof of sufficient means is not provided within 30 days. The delivered movable items that are not permanently attached to the building remain the property of Strasser AG Thun until payment has been made in full. The right to register a reservation of property or a builder's lien is reserved by Strasser AG Thun.

### 2.12. Utilization and maintenance

All documents for utilization and maintenance (such as operating instructions, revision plans, cleaning instructions, product application instructions) are handed over to the customer after the final acceptance of the construction. From this point on, the customer is responsible for the maintenance. The products are designed for use indoors with a humidity between 30-70% (analogous to SIA-Standard 241 carpentry work). The proper use, especially of the ventilation functions, is the responsibility of the customer.

### 2.13. Specific provisions and customer requirements for doors, including fire protection and emergency exit doors.

Before placing an order to Strasser AG Thun, the customer must verify the safety regulations, correctness of the requirements/execution of fire and panic door elements incl. emergency exit protection on site. A verification of these specifications by Strasser AG Thun will only take place if it is specifically requested to or commissioned to verify the information. If the customer fails to instruct Strasser AG Thun to check the information provided, Strasser AG Thun will not be liable for damages if the designs of the above-mentioned door elements do not meet the actual requirements.

### 2.14. Specific provisions for the finishing of delivered goods / sublidot laser technology (sublidot® by strasserthun)

#### 2.14.1. material type, quality and delivery costs

Only organic materials (e.g. wood) can be delivered to Strasser AG Thun for sublimation. The material inspection must be carried out by the customer before the material is delivered to Strasser AG Thun. The customer ensures that all parts are cut to the correct measurements, clearly labeled, delivered to Strasser AG Thun and then picked up again after the sublimation. The costs for the delivery and provision of the materials to be processed will be paid by the customer. If customs clearance of the material or the end product is required, this must be organized and paid for by the customer. To facilitate an easy cleaning after the sublimation, Strasser AG Thun recommends varnishing the materials beforehand.

#### 2.14.2. Packaging and return

Packaging that is required for shipping or transport is not included in the offer price. Any desired packaging must be expressly ordered from the customer (Strasser AG Thun will offer this additionally) and must be paid for in addition. In case of return shipment of the finished materials by Strasser AG Thun, the use and risks are transferred to the customer with the delivery of goods. The shipping costs will be paid for by the customer.

#### 2.14.3. Disclaimer

Liability for damages /warranty claims are excluded in the following cases:

- Visual or color differences between the sample and the finished product or burn marks, which may be due to the organic quality of the material being processed. These differences are caused naturally and do not constitute a reason for complaint.
- the finished material or the end product is aesthetically unsatisfying for the customer without any fault of Strasser AG Thun.
- the quality and characteristics of the delivered material does not correspond to the contractual specifications.
- complaints are made because of material-related characteristics or inadequate graphic quality.

In case of destruction due to faulty laser treatment of the individual goods, Strasser AG Thun will refund the damage incurred, but not the market value of the delivered goods (individual goods).

In the case of generic goods, Strasser AG Thun can organize a replacement of equivalent quality.

Goods that have been sublimated are unique goods and may differ minimally from each other in the case of an output of more than 1 piece. Claims due to such differences are excluded.

#### 2.14.4. Assignment of workpiece and plan documents

Plan documents/drawings/sketches for each part to be sublimated must be clearly marked by the customer and must be made available to Strasser AG Thun at the latest when the material is delivered.

#### 2.14.5. Graphic data quality and preparation

The customer supplies Strasser AG Thun with graphic data per workpiece with clear allocation, in the correct size, in sufficient quality, on time and free of charge in electronic form. Strasser AG Thun treats customer data confidentially. The graphic data must comply with the following requirements:

- on a scale of 1:1 with 300 dpi (dots per inch) resolution
- Grayscale graphic in .jpg or .png format, with a maximum file size of 100 MB

Additional work for the preparation of graphic data due to insufficient quality will be charged additionally with an hourly rate of CHF 160.00.

#### **2.14.6. Sampling**

Sample production must be made out of the original material provided by the customer (especially panel type, panel pattern, panel thickness, veneer type and veneer thickness) on an area of 500 mm x 500 mm to avoid optical differences between the sample and the application as much as possible. 50% of the cost of sampling will be credited if the order is placed under the current offer.

Strasser AG Thun, December 2021