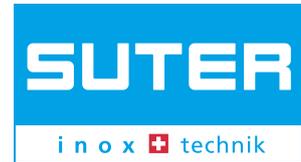


# A. General Terms and Conditions of SUTER INOX AG



## 1. Validity

These «General Terms and Conditions» (hereafter called the GTCs) in Section A regulate all the rights and duties that apply to the relationship between Suter Inox AG (hereafter called SUTER) and its customers.

The General Terms and Conditions for the Online Shop apply additionally to orders by our customers via the Online Shop ([www.suter.ch](http://www.suter.ch)) at: [www.suter.ch](http://www.suter.ch).

## 2. General

Exceptions, ancillary agreements, amendments etc. must be made in writing. If any provisions contained in these GTCs are or become unworkable or ineffective, this shall not affect the validity and effectiveness of the other provisions. If this occurs, the invalid provision shall be reinterpreted or supplemented in such a way that it shall achieve the regulatory purpose envisaged to result from it as closely as possible. New versions of the GTCs shall be published on the Internet ([www.suter.ch](http://www.suter.ch)) in the available languages, and shall take effect within a period of one month, unless the customer raises an objection in writing.

## 3. Order confirmation

The content of the order confirmation from SUTER to the customer shall be regarded as accepted, unless the customer provides immediate notification of any objections.

### 3.1 Catalogues / price lists / quotations

The information documents, catalogues, drawings, price lists, quotations are not binding and are provided for more detailed guidance. The right is reserved to make changes to the product range and prices at any time and without prior notice. The content of the information documents (catalogues, brochures, drawings and internet) is protected by copyright. All rights, including rights to reprint excerpts and rights to photomechanical and electronic reproduction, shall remain subject to explicit prior confirmation in writing by SUTER.

### 3.2 Technical Feasibility

We retain the right to conclusively check technical feasibility when a contract is awarded. If there are obvious program malfunctions on the part of SUTER, the quotation is not binding. The acceptance of such quotations by the customer does not result in the conclusion of a contract with SUTER.

## 4. Prices

All the prices listed in the sales documentation are deemed to be non-binding recommended prices (SRP) in Swiss francs. Dealers are free to set their own pricing. Unless otherwise arranged, all prices should be assumed to be exclusive of value added tax (VAT), in conventional packaging, exclusive of transport and insurance.

### 5.1 Deliveries within Switzerland

Deliveries shall be prepaid to the customer's domicile, except for express deliveries, deliveries to construction sites, forward deliveries, deliveries to locations other than to the customer's domicile, and deliveries without access for motor vehicles. SUTER is entitled to select the means of transportation.

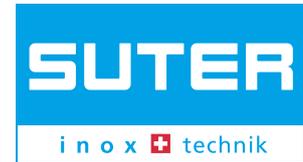
### 5.2 Deliveries to other countries

Prices for deliveries to countries other than Switzerland shall be regarded as ex works (EXW) Schinznach-Bad, in accordance with Incoterms 2010. The customer shall be responsible for insurance for the goods concerned.

### 5.3 Terms and conditions of delivery

The written purchase contract or the order confirmation shall be definitive for the scope and execution of the delivery. Any services not expressly contained within the latter shall be subject to an additional charge. Part deliveries shall be permitted, and shall be invoiced. In the case of truck deliveries, it shall be a condition that members of the customer's staff shall help with unloading. Any changes or cancellations of orders desired by the customer must be agreed in writing with SUTER. The cost of changes and services already provided prior to cancellation are the responsibility of the customer.

# A. General Terms and Conditions of SUTER INOX AG



## 5.4 Delivery date

Delivery dates shall serve as guidelines, and as such, they shall not be binding on SUTER unless an express assurance has been provided in writing by SUTER. SUTER shall endeavour to adhere to delivery dates, even when unforeseeable problems occur. Non-adherence to delivery dates shall neither entitle the customer to withdraw from the contract, nor to instigate claims for damages or contractual penalties.

## 5.5 Services

The contractually agreed prices for the delivery of goods include only the price of the goods. They do not include services that SUTER carries out in connection with the delivery, alteration, installation etc. of the goods. Unless otherwise agreed, a separate charge shall be made for such services.

## 5.6 Minimum order value

We charge a small quantity surcharge up to a net order value of CHF 60.00.

## 6. Payments

In principle, all payments shall be made net to SUTER's head office within 30 days, or in accordance with the order confirmation and/or invoice. Any right of retention on the part of the customer with regard to objects belonging to SUTER shall be completely prohibited.

## 7. Reservation of ownership

The products supplied by SUTER shall remain in the ownership of SUTER until SUTER has received the purchase price in full and in compliance with the contract. Until such time, SUTER shall have the right to enter reservation of ownership in accordance with Art. 715 ZGB (Swiss Civil Code) or other statutory provisions applicable at the customer's domicile in the register of reservation of ownership at the respective domicile of the customer. With the effective issue of an order, at the same time the customer declares his agreement to the entry of a legally effective reservation of ownership. Until the purchase price is paid in full, the customer shall be obliged to maintain the products delivered by SUTER, to look after them carefully and to insure them against all customary risks.

## 8. Particular obligations of the customer

The customer shall be obliged to undertake the installation and the initial start-up of delivered goods her/himself, in accordance with instructions from SUTER.

## 9. Transfer of benefit and risk

If the goods are delivered by SUTER, the benefits and risks shall be transferred to the customer on delivery at the agreed place of delivery. The customer must notify SUTER and the freight forwarder in writing of any visible transportation damage immediately upon acceptance. If no such notification has been made within this time, then there shall be no liability on the part of SUTER for transportation damage. If the products are collected by the customer, the benefits and risks shall be transferred to the customer as soon as SUTER has made the goods available for collection (ex works – Incoterms 2010).

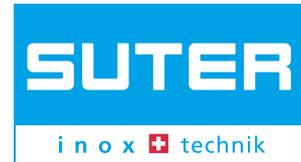
### 10.1 Acceptance

Any damage, defect or complaint must be made known in writing to SUTER by the customer immediately upon discovery, and within five working days after delivery/collection at the latest.

### 10.2 Guarantee / warranty

Unless specifically agreed otherwise, SUTER shall provide a guarantee for the material and functional efficacy of all SUTER products and their accessories for a period of two years from the date of delivery. This guarantee / warranty includes replacement of the product, but not the installation or dismantling of the product, nor services provided by third parties. It shall not be possible to assert any claims that exceed the amount of the invoice. SUTER cannot be held liable for subsequent damages, apart from in cases of intent and gross negligence. The guarantee does not include errors and breakdowns, for which SUTER is not responsible, in particular on the basis of normal wear and tear, force majeure, incorrect handling, intervention by the customer or a third party, excessive use or unusual environmental influences.

# A. General Terms and Conditions of SUTER INOX AG



Improper handling for purposes of this section particularly includes the failure to comply with SUTER's instructions for care according to the maintenance manual.

## 10.3 Right of return for defects

The customer's return of defective products requires the enclosure of a detailed description of deficiencies/defects as well as proof of purchase.

## 10.4 Right of return of incorrect orders

If the customer makes a purchase in error, and wishes to return the goods to SUTER, the following conditions shall apply:

## 10.5 Return of standard products

If SUTER accepts the return of a product, the customer is not entitled to claim the reimbursement of the purchase price. Instead, SUTER shall issue a credit note for the customer in the amount of 80% of the net value of the returned product, which will be deducted from the purchase price of the customer's next order, provided that such order is placed within one year. SUTER reserves the right to further deductions. The product shall be returned at the customer's expense and risk in its original packaging and in perfect condition.

## 10.6 Return of custom-built products and «non-catalogue items»

The return of custom-built products and «non-catalogue items» is excluded. These are products specially manufactured or procured at the request of the customer, such as custom-made items, sinks with specific configurations (dispenser boreholes, embossing of customer logo, coloured sinks), faucets, extractor hoods, etc.

## 11. Compensation for damages

11.1 SUTER is liable in cases of intent or gross negligence or for a representative or vicarious agent in accordance with the statutory provisions. As for the rest, SUTER is liable only in accordance with the provisions of the Product Liability Act (PrHG) and individual national laws regarding product liability on the basis of EU Directive 85/374 EEC of 25.07.1985 owing to the injury or death of a person or owing to damage to or the destruction of an object.

SUTER's liability is also limited in cases of gross negligence to damage that is typically foreseeable with this type of contract, if none of the exceptional cases that are listed in Clause 2 of this Paragraph exist.

Apart from liability in accordance with the PrHG and in cases of intent and gross negligence, liability is however completely ruled out for damage by the item being delivered to the legal interests of the customer or a third party, e.g. damage to other objects.

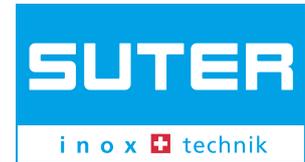
11.2 The stipulations in Paragraph 11.1 above cover compensation for damage in addition to performance and compensation for damage instead of performance, regardless of the legal grounds. In particular owing to defects, the breach of obligations arising from the contractual obligation or unpermitted handling. They shall also apply to claims for compensation for wasted expenditure.

Claims for compensatory damages due to errors in illustrations, prices and texts or due to delayed delivery or failure to deliver are strictly ruled out.

## 12. Data protection

The personal data required to process the transaction shall be treated in the strictest confidence on the basis of the relevant provisions under data protection law. Details on the protection of personal data can be found in SUTER's data protection declaration, which can be downloaded at [www.suter.com/datenschutzerklaerung.ch](http://www.suter.com/datenschutzerklaerung.ch). The separate data protection declaration forms an integral part of these GTCs.

# A. General Terms and Conditions of SUTER INOX AG



## **13. Miscellaneous / place of jurisdiction**

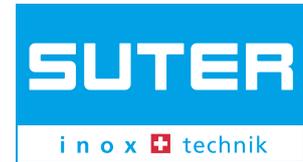
Any disagreements between SUTER and the customer shall be subject exclusively to Swiss law. The place of jurisdiction shall be Schinznach-Bad, Switzerland, insofar as this is compatible. In addition, SUTER has the right to also initiate a claim against the customer at his place of business or residence. The liability of SUTER shall be limited to a maximum of CHF 50,000 for each claim, apart from in cases of intent and gross negligence as well as in cases regarding the Product Liability Act (PrHG).

Suter Inox AG, Schinznach-Bad (Switzerland)

GTCs Suter online, English

Effective as of 1 November 2019

# B. General Terms and Conditions of SUTER INOX AG for the Online Shop



## 1. General

These Suter Online General Terms and Conditions of Business shall apply to all orders and deliveries via the Online Shop. They apply to individuals with their place of residence in Switzerland or in Liechtenstein as well as to legal entities and institutions and bodies under public law, general and limited partnerships with their business located in Switzerland or in Liechtenstein. Once you have definitively sent an order, it will be binding.

## 2. Prices

All prices are understood to be net in Swiss francs (CHF), exclusive of statutory value added tax (VAT).

### 3.1 Delivery area

Switzerland and Liechtenstein.

### 3.2 Delivery period

Deliveries are usually made within 4–5 working days Switzerland and Liechtenstein. If an article is not available in our stock, we shall inform you as soon as possible about the expected delivery date. Delivery is at the recipient's risk.

### 3.3 Minimum order value

The minimum order value is CHF 20.

### 3.4 Shipping charges

For orders of CHF 60 or more, SUTER will ship your items postage paid within Switzerland. Express deliveries are subject to a surcharge.

## 4. Terms of payment

Deliveries are made against payment by credit card (MasterCard, Visa, PostFinance Card, PostFinance E-Finance).

## 5. Customer's special obligations

The customer agrees to carry out the installation and the initial start-up of the delivered products in accordance with SUTER's guidelines. SUTER will assume no liability for incorrect assembly and installation.

### 6.1 Complaints

The customer must notify us in writing of any damage, defects and complaints immediately upon detection, no later than five working days after delivery, by e-mail to [aftersales@suter.ch](mailto:aftersales@suter.ch).

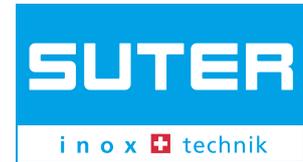
### 6.2 Guaranty / warranty

Except in cases of a special agreement, SUTER shall provide a guarantee for the material and functional efficacy of all SUTER products and their accessories for a period of two years from the date of delivery. This guarantee includes replacement of the product, but not the installation or removal/dismantling of the product, nor services provided by third parties. It shall not be possible to assert any claims that exceed the amount of the invoice. SUTER cannot be held liable for subsequent damages, apart from in cases of intent and gross negligence.

### 6.3 Right of return for defects

The customer's return of defective products requires the enclosure of a detailed description of deficiencies/defects as well as proof of purchase. A deadline of 14 working days applies.

## B. General Terms and Conditions of SUTER INOX AG for the Online Shop



### 6.4 Right of return for incorrect orders

If SUTER accepts the return of a product, the customer is not entitled to claim the reimbursement of the purchase price. Instead, SUTER shall issue a credit note for the customer in the amount of 80% of the net value of the returned product, which will be deducted from the purchase price of the customer's next order, provided that such an order is placed within one year. SUTER reserves the right to further deductions. The product shall be returned at the customer's expense and risk in its original packaging and in perfect condition. Returned goods must be sent to the following address, with the order confirmation:

Suter Inox AG  
Customer Service  
Schachenstrasse 20  
5116 Schinznach-Bad  
Telephone: 056 / 463 66 66  
aftersales@suter.ch

### 7. Data protection

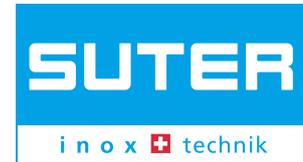
The personal data required to process the transaction shall be treated in the strictest confidence on the basis of the relevant provisions under data protection law. Details on the protection of personal data of individuals can be found in SUTER's data protection declaration, which can be downloaded at [www.suter/datenschutzerklaerung.ch](http://www.suter/datenschutzerklaerung.ch). The separate data protection declaration forms an integral part of these GTCs.

### 8. Copyright

The content of the Online Shop is protected by copyright. All rights, including the rights of partial re-printing and of photomechanical and electronic reproduction are subject to the express written advance confirmation of SUTER.

Suter Inox AG, Schinznach-Bad (Switzerland)  
GTCs Suter Online, English  
Effective as of 1 November 2019

# C. General Terms and Conditions of SUTER INOX AG Online Shop for end-consumers with their place of residence in the European Union



## § 1 General

(1) Our General Terms and Conditions of Business for Online Trading («GTCs») shall apply to the rights and obligations of both parties. Your contracting partner is:

Suter Inox AG, Schachenstrasse 20, CH-5116 Schinznach-Bad (Switzerland), telephone: +41 (0)56 463 63 33, email: [suter@suter.ch](mailto:suter@suter.ch), website: [www.suter.ch](http://www.suter.ch) (hereafter SUTER)

Chairman of the Management Board Marco Suter; Commercial Register number: CHE-101.526.742, VAT-number: CHE-101.526.742, Data Protection Officer: Switzerland: Peter Wernli c/o SUTER INOX AG, Switzerland, telephone: +41 (0)56 463 63 33, email: [peter.wernli@suter.ch](mailto:peter.wernli@suter.ch); representative in the EU: Heiko Gleixner (lawyer), c/o GLEIXNER.RECHTSANWÄLTE, Hirschauerstrasse 12 (Tucherpark), 80538 Munich (Germany), email: [heiko.gleixner@gleixner-rechtsanwaelte.de](mailto:heiko.gleixner@gleixner-rechtsanwaelte.de)

(2) These GTCs do not apply to (1) a person, who when concluding the contract is exercising their commercial or independent professional activity (entrepreneur) and (2) legal entities under public law or a special fund under public law or (3) end-consumers with their place of residence or permanent residence outside the European Union (EU), in particular Switzerland and Liechtenstein.

(3) Deviations from these GTCs are effective only if they have been agreed in writing in the individual contract with the customer.

(4) If any provisions contained in these GTCs are or become ineffective, this shall not affect the effectiveness of the other provisions. The contracting parties already undertake now to replace the ineffective clause with an effective one, which corresponds to the ineffective clause or is as close to it as possible in economic terms

## § 2 Conclusion of the contract and content of the contract

(1) Our quotations in our Online Shop are not binding. By clicking on the «Confirm purchase» button, the customer is submitting a legally binding offer to us to purchase the product in the basket under the provisions of these GTCs. A legally effective purchase contract comes about only when our order confirmation has been received by email.

(2) Information, advice on technical application issues etc. are always non-binding and rule out any liability on our part. Samples provided to the other party are not binding with regard to their properties, unless we give assurances about properties in writing.

(3) All sales are concluded only under the delivery dates, quantities and qualities specified in the basket.

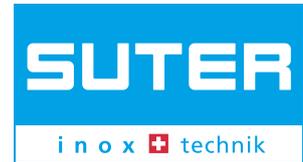
## § 3 Delivery and delivery date

(1) Delivery of the goods shall take place, unless agreed otherwise, from the headquarters of SUTER, Schinznach-Bad (Switzerland). We will select the shipping form and route, whereby we will try to find the lowest possible cost for shipping and take account of the customer's wishes.

(2) We will deliver either by parcel post or freight forwarder and will notify you of the expected delivery date with the order confirmation.

From experience, delivery will take 7-10 working days in the EU from the time the customer receives the order confirmation.

# C. General Terms and Conditions of SUTER INOX AG Online Shop for end-consumers with their place of residence in the European Union



## § 4 Payment

(1) You will receive our invoice by email, which will be sent to the invoice and delivery address in the EU provided to us. The invoice will be without VAT in each case, however plus any customs duties incurred and import sales tax as well as the transport costs.

(2) Your payment can be made only by credit card or cash in advance. You will need to transfer the invoice total within 10 calendar days for cash in advance. The goods will be reserved for you for this period. The order and invoice number are to be stated with the transfer.

(3) Payments will always be used to settle the oldest liability due plus the interest on arrears incurred on the latter.

(4) In every case the date of the postmark is the decisive factor for the settlement of the payment. The day prior to the credit at our bank is the payment settlement date for bank transfers.

(5) Interest at a rate of five percentage points above the relevant applicable base interest rate will be charged on payments made after the due date.

(6) We are not obliged to make any further delivery from any ongoing contract before full payment for invoices that are due including interest. The assertion of losses from a delay remains unaffected.

(7) If there is a delay in payment by the customer or in the event of the risk of default or any other major deterioration in the assets of the customer, we can withdraw from any ongoing contract or assert claims for compensation after setting a period of grace of 10 working days for deliveries that are still outstanding.

(8) Offsetting with and the retention of any invoice amounts that are due is permitted only for undisputed claims or those that have been determined in a legally binding manner. Other deductions are not permitted.

## § 5 Reservation of ownership

The products supplied shall remain in our ownership until they have been paid for in full.

## § 6 Right to cancel for consumers

(1) Our customers have the right to cancel the purchase contract concluded with us within 14 days without indicating any reasons.

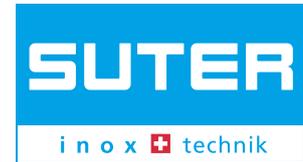
The cancellation period totals 14 days as of the day, on which the customer or a third party named by the latter, who is not a freight forwarder, has received the goods, or if the customer has ordered several goods from us as part of a standard order and the goods are being delivered separately, as soon as the customer or the third party named by the latter, who is not a freight forwarder, has received the last goods, or on which the customer or a third party named by the latter has received the last partial shipment or the last item, insofar as the goods are being delivered in several partial shipments or items. A condition for this is that the third party is not a freight forwarder.

(2) The customer's right to cancel is exercised effectively if he informs us by means of a clear written cancellation declaration to the following address:

Suter Inox AG, Schachenstrasse 20, CH-5116 Schinznach-Bad, telephone: +41 (0)56 463 63 33, email: [suter@suter.ch](mailto:suter@suter.ch)

The right to cancel is also granted if the customer sends the cancellation to us before the expiry of the cancellation period.

# C. General Terms and Conditions of SUTER INOX AG Online Shop for end-consumers with their place of residence in the European Union



(3) The customer's right to cancel is however ruled out for contracts to deliver goods, which are not pre-manufactured and for which the customer needs to make an individual selection or specification for their manufacture, or which are clearly tailored to the customer's personal requirements.

(4) If the customer cancels the contract effectively, then we will reimburse all the payments received from him and delivery costs charged no later than 14 days after receipt of the notification about the cancellation by the customer. This reimbursement will be free of costs for the customer. SUTER retains the right to use the same means of payment, on which the original payment transaction was based.

(5) SUTER has the right to refuse the reimbursement until the goods have been returned to us in perfect condition and in the original packaging.

(6) The period for returning the goods is 14 days and begins on the day on which the customer notified SUTER about the cancellation in writing. It is sufficient to comply with the deadline that the goods have been dispatched before the expiry of the deadline.

(7) The customer shall bear the costs of the return shipment.

(8) The customer must compensate for lost value only if this results from an improper use of the goods by the customer, for which the latter is responsible.

## § 7 Delay for acceptance

If the customer remains silent or if he refuses to make the payment and/or accept our deliveries explicitly, then we can withdraw from the contract. Any handling costs will be charged to the customer. The same regulations also apply as in Section 8.1 below.

## § 8.1 Right of return of incorrect orders

If SUTER accepts the return of a product, the customer is not entitled to claim the reimbursement of the purchase price. Instead, SUTER shall issue a credit note for the customer in the amount of 80% of the net value of the returned product, which will be deducted from the purchase price of the customer's next order, provided that such order is placed within one year. SUTER reserves the right to further deductions. The product shall be returned at the customer's expense and risk in its original packaging and in perfect condition. Returned goods must be sent to the following address with the order confirmation:

Suter Inox AG  
Customer service  
Schachenstrasse 20  
5116 Schinznach-Bad (Switzerland)  
Telephone: +41 (0)56 463 66 66  
kundendienst@suter.ch

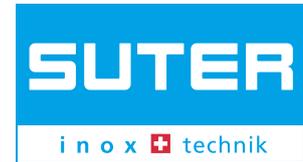
## § 8.2 Notice of defects

(1) The statutory provisions on liability for defects apply if there are defects.

(2) The following provisions in this Paragraph 2 apply exclusively to purchasers, i.e. persons, who have concluded the contract with us when exercising their commercial or independent professional activity and legal entities under public law and end-consumers within the meaning of Section 1 Para. 2 No. 3 above:

Notices of defects must be received by us in writing within 10 working days after receipt of the goods. Any complaint about outstanding defects is ruled out if processing of the goods delivered has been started.

## C. General Terms and Conditions of SUTER INOX AG Online Shop for end-consumers with their place of residence in the European Union



If we recognise the notices of defects, then we retain the right to rectify the defects or deliver defect-free replacement goods within 30 working days after receipt of the goods by us. In this case we will assume the freight costs. If subsequent performance has failed, then the customer has the right only to reduce the purchase price or withdraw from the contract. After the expiry of the above-mentioned period of 30 working days, the customer has the right only to reduce the purchase price or withdraw from the contract. More extensive rights, in particular compensation for losses are ruled out.

Hidden defects must be notified to us by the customer immediately after they are discovered. The customer can only reduce the purchase price or withdraw from the contract on the basis of the defect that was notified promptly, insofar the period for notifying defects mentioned in Paragraph 1 above has expired.

(3) The customer cannot complain about slight, technically unavoidable deviations in quality, colour and measurements as well as the weight of the goods or the design. This also applies to deviations that are customary in the industry, unless we have promised delivery that complies with the sample in writing in advance.

(4) SUTER provides a guarantee for its products, which is in line with the relevant guarantee provisions enclosed with the product.

### **§ 9 Guarantee / warranty**

Unless there is a special agreement, SUTER shall provide a guarantee for the material and functional efficacy of all SUTER products and their accessories for a period of two years from the date of delivery. This guarantee / warranty includes replacement of the product, but not the installation or removal/dismantling of the product, nor services provided by third parties. The guarantee does not cover errors and breakdowns, in particular those on the basis of normal wear and tear, force majeure, incorrect handling, intervention by the customer or a third party, excessive use or unusual environmental influences. SUTER cannot be held liable for subsequent damages, apart from in cases of intent and gross negligence.

Improper handling for purposes of this section particularly includes the failure to comply with SUTER's instructions for care according to the maintenance manual.

### **§ 10 Compensation for losses**

(1) We are liable in cases of intent or negligence or for a representative or vicarious agent in accordance with the statutory provisions. As for the rest, we are liable only in accordance with the Product Liability Act (PrHG), owing to an injury to life, body or health or a culpable breach of major contractual obligations.

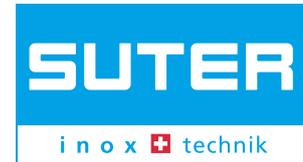
(2) The following provisions in this Paragraph 2 apply exclusively to compensation for losses regarding entrepreneurs, i.e. for people, who have concluded the contract with us by exercising their commercial or independent professional activity and to legal entities under public law as well as to end-consumers within the meaning of Section 1 Para. 2 No. 3 above:

We are liable in cases of intent or gross negligence or for a representative or vicarious agent in accordance with the statutory provisions. As for the rest, we are liable only in accordance with the Product Liability Act, owing to an injury to life, body or health or a culpable breach of major contractual obligations. Otherwise liability for direct losses is ruled out.

Claims for compensation for a breach of major contractual obligations is however limited to losses that are typically foreseeable with this type of contract. Our liability is also limited to losses that are typically foreseeable with this type of contract in cases of gross negligence, if none of the exceptions stated in Clause 2 of this Paragraph exist.

Liability for losses caused by the subject of the delivery to the legal interests of the customer or a third party, e.g. losses to other items is however ruled out completely. This does not apply insofar as intent or gross negligence exist or if there is a liability for an injury to life, body or health.

# C. General Terms and Conditions of SUTER INOX AG Online Shop for end-consumers with their place of residence in the European Union



The stipulations of the paragraphs above cover compensation for losses in addition to performance and compensation for losses instead of performance, regardless of the legal reason. In particular owing to defects, a breach of the obligations arising from the contractual obligation or from unpermitted handling. They also apply to claims for compensation for wasted expenditure.

## § 11 Intellectual property rights of SUTER

The content of the information documents (catalogues, brochures, drawings, Internet, Online Shop) is protected by copyright. All rights, including rights to reprint excerpts and rights to photomechanical and electronic reproduction, shall remain subject to explicit prior confirmation in writing by SUTER.

## § 12 Customer's special obligations

The customer agrees to carry out the installation and the initial start-up of the delivered goods in accordance with SUTER's guidelines. .

## § 13 Other provisions

(1) The place of performance and jurisdiction for any claims arising from the contractual relationship for end-consumers with their place of residence in the EU is their relevant place of residence.

The place of performance and jurisdiction for any claims arising from the contractual relationship for entrepreneurs – insofar as this is permitted by law – is always the registered office of SUTER INOX AG in CH-Schinznach-Bad in particular the district court in CH-Brugg. In addition, we also have the right to claim against the entrepreneur at his general place of jurisdiction.

(3) Swiss law applies to the business relationships and the entire legal relationships between us and the customer without the stipulations on the conflict of laws. In particular the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is ruled out.

(4) We will save the personal data of our customers only to the extent and for the period required to process the order. While doing so, we will comply with the provisions of the relevant data protection laws and the relevant commercial and tax provisions on the obligation for electronic archiving. Details on the protection of the personal data of individuals can be found in SUTER's data protection declaration, which can be downloaded at [www.suter/datenschutzerklaerung.ch](http://www.suter/datenschutzerklaerung.ch). The separate data protection declaration forms an integral part of these GTCs for the Online Shop for end-consumers with their place of residence in the EU.

(5) Owing to the lack of a statutory obligation, we are not prepared to become involved in dispute resolution procedures before a consumer arbitration board in accordance with the Consumer Dispute Resolution Act (VSGB). You can reach the platform of the EU Commission regarding online dispute resolution at: <http://ec.europa.eu/consumers/odr/>.

Suter Inox AG, Schinznach-Bad (Switzerland)  
GTCs Suter Online B2C EU, English  
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