

# General Terms and Conditions, Warranty, Delivery and Payment

## 1. Summary

The following terms of delivery and payment apply for all products and services of the seller Viasit International Ltd and Viasit Bürositzmöbel GmbH. Any conditions which diverge from these, in particular the buyer's terms of purchase, are deemed to be part of the contract only if this is expressly agreed in writing. Verbal agreements, agreements made with our representatives and orders received by us in writing require our written confirmation before they become valid.

## 2. Offers

The terms of delivery and payment defined in this agreement apply to all offers we make. Prices, content of products and services delivered will be determined in each case separately for our offers and order confirmations. Obvious errors can and will be corrected before an order is confirmed.

## 3. Order confirmation

When placing an order with Viasit the buyer accepts the terms of delivery and payment defined in this document. Any alterations or extensions require our written confirmation. If there is no separate order confirmation issued, then the invoice will be deemed to be the order confirmation. Should it happen that after an order has been confirmed we come into possession of any negative information regarding the financial position of the buyer or similar negative information regarding the business dealings or payment record of the buyer, we reserve the right not to supply the products or services ordered. This will also apply to outstanding and overdue payments from previous orders. Goods or services will then only be provided if payment is made either in advance or on delivery. In this case we reserve the right to cancel the order and the buyer has no right to compensation.

## 4. Cancellation – termination

In the event of a cancelled order, we reserve the right to charge for all goods, materials and costs incurred up to the time of cancellation. Cancellation of an order is excluded for goods which have been specially produced or purchased for the customer for that order. Changes to orders without additional cost being incurred can only be made within three working days after the order confirmation has been received.

## 5. Delivery

All shipments will be delivered at our discretion by truck, forwarding agent, mail, or parcel service. System4 shipments will always be packed in component form unless otherwise previously agreed.

Orders with a net value of €800.00 and above will include curbside delivery to the European and UK mainland and Ireland (some soft products are excluded and will be quoted on request.).

Orders with a net value of less than €800.00 will be charged at a delivery rate of €25.00 per box to the European and UK mainland and Ireland (1 task chair, 2-3 side chairs) Delivery for some soft products will be quoted on request.

In case of free delivery to the point of use (end customer), the dealer will be responsible for offloading, unpacking and set-up of the goods. In some cases, for an extra charge and depending on location, we can

deliver offload, unpack, and set up the goods at the point of use.

The delivery of small items (spare parts) will be charged at a minimum cost of €10.00.

Delivery charges for our Quickship stock chairs are based on the following: 1-4 Kickster chairs €25.00 per chair (5+ free of charge) Drumback and ImpulseToo 1 – 3 chairs €25.00 per chair (4+ free of charge).

All airfreight shipments, palletised goods and important special deliveries leaving mainland Europe are subject to an additional packaging charge of €8.00 per box to cover the additional packing requirements.

If the customer requests a particular type of packaging or shipping method the customer will pay the resulting additional costs. Partial deliveries can be made and are considered to be self-contained transactions. The customer is obligated to ensure unhindered access to the point of delivery. All and any on site access and local restrictions such as narrow access roads, parking etc. must be notified in writing at the time of placing the order.

## **6. Delivery, transport risk and transfer of risk**

In the case of shipment by our own or third party transport the risk of delivery shall pass upon handover of goods to the customer/recipient. However, we only assume this transport risk under the condition that the customer/recipient shall acknowledge any identifiable transport damages or shortfalls in writing immediately upon acceptance of the goods on the delivery note, bill of lading and/or pen key, and shall immediately inform us, indicating the type and extent of the identified damage. Hidden transport damages must be managed identically and must be notified to us within three working days. Further information shall be made available if required. If the goods are shipped, we reserve the right to choose the dispatch route and mode of dispatch. For all orders for collection (ex works), the risk of accidental loss and accidental damage of the goods shall pass to the customer as soon as the goods are made available for loading. All airfreight shipments, part loads (LCL) and on-time deliveries leaving the European mainland will be packed on pallets and delivered packaged with stretch film. Any deviations from this provision requires a signed declaration of assignment (transport risk) by the customer/contractor.

## **7. Delivery dates**

Delivery will, whenever possible, always be made in a specified week. We reserve the right to determine the day when the goods should be delivered within the confirmed week. Our obligation to deliver goods within the agreed week is subject to the condition that no unforeseen circumstances occur either in our own company or in the company carrying out the delivery. Any unforeseen circumstances, event, or disaster such as: strikes, prevailing weather conditions, intervention of public authorities, interruptions in the day-to-day operations of the company concerned, delays in raw materials deliveries and production etc. that make delivery either impossible or genuinely difficult we are freed from the obligation to delivery within the agreed week without the buyer having the right to cancel their purchase order or to demand compensation.

The same rules apply to the buyer's company, with the same legal consequences. Both parties to the contract are obliged to inform the other about such issues without delay. With call-off/stock orders a minimum call-off period of 30 days applies. If deliveries are not accepted in the agreed week, we have the right to invoice the goods intended for delivery immediately and to charge any additional costs incurred such as storage. Call-off orders apply for a maximum one-year period and shall be accepted within this period. Prices are not fixed within this period for these orders.

## **8. Warranty and claims under warranty**

We undertake to deliver and warrant products without defects and in accordance with the relevant specifications and to use and process suitable materials according to good manufacturing practice at the time of delivery. Exclusions from our warranty are parts and material which in the course of time show normal wear

and tear such as castors and upholstery materials.

We reserve the right to make changes at any time to the design and construction of our goods which do not affect the proper functioning or value. Any changes of this nature do not provide grounds for any guarantee claims.

Once goods have been received and signed for, we undertake to correct at no cost any defects in the product. We reserve the right, as we see fit, either to repair or replace any defective parts. The buyer's rights exclude order cancellation, reduction in price or any compensation. They also exclude any liability for injury or damage to employees or property of the buyer, respectively.

Our warranty does not cover any packaging of delivered goods or products which have been treated, processed, or altered by personnel not belonging to our company without our express agreement or when the operating instructions have not been followed. In so far that materials and accessories have been supplied by the buyer or that the buyer has specified which materials we have to use, we do not offer any guarantee for the solidity or durability of these items when we use them. This exclusion applies in particular to the wearing properties of upholstery materials which have no warranty.

The warranty period begins from the day of delivery of the goods to the buyer and it ends 5 years from the date of said delivery. All and any claims for the delivery of damaged goods must be made without delay. The customer is obligated to inspect the goods immediately after their receipt, and to inform us in writing of any complaints or defects and the customer is obligated to make the rejected goods available to us for inspection. In accordance with the statutory provisions, our warranty period for material defects is 5 years (2 years for gas lifts) from delivery or passage of the risk. After the successful removal of defects or replacement delivery, all claims of the customer are settled. Subsequent performance does not give rise to the start of a new period of limitation.

Reduction of the purchase price or conversion of the purchase agreement may only be requested if any repair has failed or is unreasonably delayed. Excluded from any warranty are components and materials which are subject to normal wear, such as castors, upholstery fabrics, surfaces of tables and frames, table edges and edge veneers, and defects resulting from technologically justified deviations such as the colour of the grain in natural wood furniture, minor deviations in form and dimensions, insignificant deviations or damages caused by improper treatment. Modifications of the design and execution affecting neither the function nor value of the goods are reserved and are no basis for a notice of defects. Further detailed information on warranty and care instructions can be found in our warranty provisions.

## **9. Tolerances**

Photographs, images, and descriptions of our products in brochures, price lists, catalogues and on our website are not binding as to the exact construction of the product supplied. We reserve the right to make changes in design and to deliver goods with minor deviations in quality and construction resulting from materials used for technical reasons. This shall also apply to deviations in colour, texture and finish and to upholstery materials which arise from variances in the material supplied or for technical reasons. Furthermore, we reserve the right to deliver goods with tolerances which depend on the materials or are otherwise unavoidable.

## **10. Title of goods**

We retain title to the delivered goods until all obligations arising from the contract with the buyer have been fulfilled. The buyer is authorised to resell his goods in a normal business transaction provided that he has fulfilled his obligations to us in connection with the purchased order concerned in a timely manner. However, until the obligations have been fulfilled, he may not use the goods as security or transfer them to a third party as security. In the case of a delay in payment we are authorised, after issuing a reminder and without other legal procedures, to request return of said goods by the buyer at his cost. All claims and interests arising from the resale of goods (also partial claims) for which we have title are assigned to us by the buyer as security at

this point in time. We hereby accept this assignment, and our customer is authorised to collect payments due from the resale of such goods. However, he is obliged to transfer the income realised to us. We are authorised all times to make this assignment known and to require payment from our customer's customer. We are always authorised to revoke the right of resale.

If unpaid goods are processed together with other goods which do not belong to the seller or are joined to them the seller is assigned title to the new object in proportion to the invoice value of the underpaid goods to the other processed or joined goods at the time of the processing or joining. The same applies if the seller's goods are joined to another movable object to form a unified object and the other object can be regarded as the main part of the new object. The buyer holds the title or partial title on behalf of the seller. The same applies in general to the object created as a result of the processing or joining as for the underpaid goods.

If the customer is late in making payment, we are authorised to require that he returns the goods concerned without cancellation of the purchase order - provided that the statute covering instalment (hire-purchase) sales does not apply. Taking back the goods is carried out purely to secure our claims.

The customer is still obliged to fulfil the conditions of the purchase order. We are to be informed without delay by the buyer of any debt enforcement being carried out for a third party with respect to the unpaid goods or any claims which arise from this enforcement and at the same time we are to be provided with documents necessary for an intervention.

When paying by promissory note (or a renewed note or a cheque when the payee is requested to issue a promissory note upon receiving the cheque) title is only then transferred when the note is redeemed without any objection having been raised and we are recompensed for the discounting charges. Promissory notes must be discountable. Discounting charges are at the buyer's expense.

### **11. Samples – Drawings - Special orders**

We retain the title, ownership and copyright of all images, photographs, drawings, sketches, other documents, and samples relating to our products, designs, and processes. These will be returned to us, when requested, and shall not be passed on to third parties without our permission. Except when otherwise agreed, all samples are to be returned to us within one calendar month or shall otherwise be deemed to have been purchased. Samples of special and bespoke products and finishes can be purchased but cannot subsequently be exchanged. Special products are those articles which are not part of our normal production program or are not mentioned in our price lists. Special products are also defined as standard products which are manufactured in non-standard finishes or colours. The buyer warrants that products made to his specifications do not infringe any rights of third parties. Special products cannot be returned.

### **12. Jurisdiction**

In the event of any disputes, the court of jurisdiction for both purchase orders and payments of goods is that within the jurisdiction of the location of the seller. If any of our terms or part of them infringes current laws, this shall not affect the validity of the remaining provisions. In place of any invalid term in the conditions, any term which comes closest to fulfilling the aim is permissible. All legal disputes arising from the contractual relationship on the validity of the contract shall be exclusively governed by the law at the place of the seller's head office, unless expressly determined otherwise by law.

### **13. Terms of payment**

Payment for goods delivered in the Eurozone made electronically within 10 days from the date of invoice are subject to 2% prompt payment rebate. Payment made within 11- 30 days from the date of the invoice will be at the net price on the invoice + VAT without deduction of the prompt payment rebate. Payment for overseas shipments will be made in full and in advance against a proforma invoice before shipping or collection of goods.

Services (assembly/after sales service) shall be paid for immediately upon issue of invoice without the application of an early settlement rebate. All payments due are to be made in full without deductions. Withholding or offsetting payment of any invoice is not allowed. Any charges incurred when making payments will be at the customer's expense. Bills of exchange are considered as payment promise and are only accepted if they are eligible for discounting.

If the agreed payment date of individual invoices is exceeded, all accounts receivable shall become immediately due for payment. In case of default of payment, we are entitled to charge interest in the amount of according to the German Commercial Code above the respective base rate of the European Central Bank. Any and all agreed special payment schedules require our express written confirmation before they can be applied.

#### **14. Prices**

Prices for our products are those as available in the current price list, which apply from the date of their publication – prices for individual projects, framework and call off agreements as well as orders which have not yet been delivered and special agreements and terms will require written confirmation.

Viasit Bürositzmöbel GmbH  
Version April 2022

# Warranty conditions and maintenance instructions

As a supplement to our General Terms and Conditions, we grant our specialist dealers and end user customers the following warranty services for our products.

Preconditions for warranty: All warranty claims must be validated with a proof of purchase quoting the six-figure manufacturing order number (e.g. KA123456).

Viasit must be informed promptly of the circumstances relating to the warranty claim (description of fault, model number, quantity, background information). All details can be taken from the label that can be found on the underside of the product.

Any rights arising from the product guarantee cannot be transferred to third parties.

Customers are required to carefully inspect the delivered products and shall inspect the scope of delivery.

Any damages, faults or defects must be notified, in writing, to our company within three working days following receipt of the goods. Otherwise, Art. 377 of the HGB (German Commercial Code) shall apply.

Any discovered faults or complaints must be notified in writing directly to our international customer services team with a copy to our local representative. Our customer services team will authorise inspection and any required works once access has been granted.

These warranty conditions apply to all orders and deliveries from 1st April 2022.

## Warranty period

The warranty period shall be five years (CoreChair: eight years) from the date of delivery or transfer risk for normal use. Gas lifts are subject to a 2-year warranty. Fabrics and mesh are covered by the manufacturer's own warranty.

All seating products are covered with a 10-year continuity guarantee, subject to our right to continuously seek to improve our products during their life cycle.

Customers must not return goods for our factory without our prior consent. Viasit shall be entitled to request photographs from the customer in support of any claim and to reclaim components or products which might have been exchanged or are defective, in case of need, to be returned to the factory.

Collection of any products or parts will be arranged by Viasit.

## The following will be excluded from warranty:

- a. Modifications and damage to the product caused by any use other than for the intended purpose, by improper handling, or by ignoring the maintenance instructions.
- b. Damage caused by uncommon environmental impacts (humidity, flying sparks, dusts, extreme climate conditions, bases and acids, etc.) and damage resulting from careless use (e. g. impact and breakage damage).
- c. Parts and materials subject to natural wear and tear: castors, upholstery fabrics, table and frame surfaces, edges and edging of tables.
- d. Defects in technologically justified deviations, such as colour of grain in natural wood surfaces. minor deviations in form, dimensions, or insignificant deviations.

- e. Changes in design and execution which neither impair the function or value of the product.
- f. Damage caused by maintenance or repair work, or other interventions carried out by the customer and/or non-authorised third parties.
- g. Consequential damage caused by the wear of felt glides.
- h. Damage caused in connection with deviations from serial production that had been requested by customers or if materials provided by the customer were used.
- i. Claims made without proof of purchase and/or the Viasit order number.
- j. Used goods, exhibition goods and special items.
- k. Natural materials such as leather and wood. Leather is a natural product. Grain, cracks, and skin creases are authentic and natural signs of such material. Wood is a natural product such that deviations in colour and wood structure cannot be avoided in some cases. This applies to colour shades according to colour samples and for subsequent deliveries.
- l. Pilling by third parties or other adhesions/abrasion on special upholstery fabrics for heavy-duty use (24/7) with a particularly high abrasion resistance > 300,000 abrasion cycles according to Martindale. These qualities may have an abrasive effect.
- m. Damage caused by an accident, negligence, or misuse of the product.
- n. Defects caused by the client at the time of installing the product.
- o. Abusive, incorrect, or accidental use, including the use of the product in an inappropriate setting.

### **Maintenance instructions and important information**

**Cleaning:** Please do not use any abrasive cleaning agents and disinfectants to clean surfaces and upholstery. Fabrics: The upholstery fabrics should be cleaned with a vacuum cleaner every 2 to 8 weeks or so as required.

Castors: Standard hard castors should be used for soft floors. Soft castors (grey runners) should be used for hard or delicate floors. Any exchange of castors can be carried out by the user.

**Maintenance:** When properly used, the chair requires no maintenance. However, we recommend periodically adjusting the seat height as this refreshes the lubrication of the gas spring guide.

**Gaslift:** Work on gas pressure springs may only be carried out by trained specialists. Improper work may result in significant risk of injury.

**Modifications:** Our products are subject to continuously advancing development. We reserve the right to make changes for the purpose of technical advancement or product improvement.

Please refer to our General Terms and Conditions for damage caused during transport.

Viasit Bürositzmöbel GmbH

Version April 2022