

General Terms and Conditions

Terms of 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 – Returned goods

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. Used goods that are returned to Viasit, including samples and goods for exhibitions will be subject to a reduction in value and invoiced accordingly. The reduction will be 50% of the order price within the first year and after that, 70% and damaged goods cannot be returned. 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

Delivery of goods from our plant will take place, as determined by us, by our own transport, logistics partner, haulier, or post. For the UK there is a small order delivery charge of £15.00 per chair applied to orders of less than £750. Delivery is included for orders above this figure. For the Republic of Ireland there is a small order delivery charge of 20.00 Euros per chair applied to orders of less than 5 chairs. Express and Quick-ship stock product orders are subject to a surcharge of £15.00/euros per chair for 1-3 units. Orders for 4 or more are delivered without cost.

When special packaging or special delivery methods are required, they will be quoted and charged on a job by job basis. Part deliveries of orders are allowed and are deemed to be a completed business transaction.

Once goods are delivered all risks associated with the delivery are transferred to the buyer upon signature of the delivery note. In the event of any damage to goods and packaging the recipient is responsible for informing us by indicating this and the extent of any such damage incurred during the journey from our premises, as far as possible specifying in writing the cause of the damage, and under the further conditions that the signature of the driver concerned is obtained and that we are provided with this information within 3 working days. In the event that the buyer arranges to collect the goods himself or have them collected by a haulier working for him the transport risks are transferred to the buyer simultaneously with the collection of the goods.

6. Delivery dates

Delivery will always be made in a specified week and we have the right to determine the day when the goods should be delivered within the confirmed week. Our obligation to deliver 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 makes 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 rule applies for the circumstances of the above-mentioned types occurring at 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.

7. Warranty and claims under warranty

We undertake to deliver and warrant products without defects and with accordance to the relevant product 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 and any changes of this nature do not provide grounds for any guarantee claims. Once goods are received by the buyer and signed for, we undertake to correct, at no cost any defects for which have arisen from defects in processing or material. We reserve the right, as we see fit, either to repair or replace defect 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 which have been treated, processed, or altered by personnel not belonging to our company without our agreement or when the operating instructions have not been followed. In so far that material, accessories etc. 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 upholstery material, for the wearing properties of which we give no guarantee. When processing these materials, we cannot give them any properties additional to those they already have.

The warranty period begins from the day of delivery of the goods to the buyer and it ends five years from the date that the goods our factory. All and any claims must be made without delay and at the latest two weeks after receiving the purchased goods. Any defects or failures that are noticed outside of this time period must be brought to our attention, at the latest, within two weeks after discovery. Samples of the goods in question shall be sent to us for inspection.

8. Tolerances

Photographs, images and descriptions of our products in brochures, price lists, catalogues and on our web sites etc 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 due to changes to the materials in use or for technical reasons. This also applies also 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 used or are unavoidable for other reasons.

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 authorised at all times 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 to be borne by the buyer.

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 provided in non standard colours for those products. The buyer accepts liability that any products made to his specification 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 law the validity of the rest of the terms is not affected. In place of any inapplicable term in the conditions any term which comes closest to fulfilling the aim is permissible. The court of jurisdiction with jurisdiction for the seller's location is responsible for resolving any legal dispute arising from these terms or the validity of the contract itself, provided current law does not expressly resolve this in another manner.

13. Payment Terms

Payment for goods delivered 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. 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. In the event of an invoice not being paid no further orders will be delivered until the account is up to date and in the case of further delays interest on any outstanding balances will be charged at a rate of 5%. 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 January 2020

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 is glued to 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 1 January 2020 .

Warranty period

The warranty period shall be five years (CoreChair: eight years) from date of delivery or transfer risk for normal use.

Customers must not return goods for our factory without our prior consent. Viasit shall be entitled to request photographs of 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, gas lifts, 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 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.

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 January 2020