

**1. Introduction**

The General Terms & Conditions of Business govern the cooperation between Forster Swiss Home AG and the client, and are intended to help ensure the efficient completion of kitchen projects to the full satisfaction of the customer. With this objective, the following stipulations address the typical rules, standards and prerequisites of the industry. The individual services are specified in the quotation at the client's request. The most important basis for the joint project remains mutual trust and the expertise of Forster Swiss Home AG.

The terms "kitchens" or "kitchen furnishings" (plural) also apply to the specific individual kitchen. The term "client" applies to services under services contract law within the meaning of the buyer under the Swiss Code of Obligations (OR) Article 363 et seqq.

The General Terms & Conditions of Business are mainly based on the recommendations of Küchen-Verband Schweiz KVS of 15.6.2001.

**2. General information**

2.1 The general terms of contract are supplementary stipulations governing those rights, obligations and services not stipulated in the technical bill of quantities (kitchen description) and in the plans, and where there are no mandatory statutory requirements or mandatory applicable standards.

The client's terms to the contrary, particularly its terms of business, are only binding when acknowledged by Forster Swiss Home AG in writing.

2.2 The general terms of contract address the contractual relationship under services contract law for everything from designing kitchens to the installation in the building. For deliveries of materials without construction services by Forster Swiss Home AG, the law on sales contracts pursuant to the Swiss Code of Obligations applies (with the corresponding warranty terms specifying otherwise).

2.3 The general terms of contract override the SIA Norm 118 "General Terms and Conditions for Construction Work" and SIA Norm 118/380 "Building Services". The contractor specified therein is hereinafter the company Forster Swiss Home AG.

2.4 If the contractor provides services related to project planning, planning or site management, SIA Norm 102 or 108 hereby applies.

2.5 If the client is provided these General Terms & Conditions of Business in a language other than German, the German text prevails for differences in translation/interpretation. The translation into another language merely serves making the text easier to understand.

**3. Quotation and formation of contract**

3.1 Planning services are generally entitled to a fee.

3.2 All quotations, illustrations, technical drawings, sketches and similar documents remain the property of Forster Swiss Home AG. Documents from the quotation may not be reused or made available to third parties without the company's approval.

3.3 The quotation of Forster Swiss Home AG for products, services, lead times and prices for work expires 90 days from the quotation date.

3.4 Quotations with multiple kitchens are valid for the quantity quoted. Subsequent deviations in the quantity or unforeseen division of the delivery into stages may change the agreed price.

3.5 Material and design changes based on technical advances are permissible. Improvements related to the products and services ordered will be passed on to the customer without impacting the cost.

3.6 Material samples are type samples. Deliveries of natural materials such as wood or stone in particular may vary from the type sample within the natural range of variation.

3.7 The contract is concluded in writing by mutual signing of the documents prepared by Forster Swiss Home AG. Subsequent changes cannot be made on principle and in the interest of the manufacturing processes. Subsequent changes are permitted when made in writing by mutual agreement and with costs to be borne by the client.

**4. Scope of services and delivery**

4.1 Forster Swiss Home AG will provide expert consulting services for the entire kitchen project or kitchen renovation.

4.2 In addition to basic services related to supplying and installing the kitchen furnishings, the following additional services can be contracted:

a) sound-damping installation (see section 8)

b) covering and protecting surrounding components and the finished kitchen furnishings

c) dismantling, removal and disposal of the old kitchen

d) silicone joints and ends which can only be completed once the other trades are finished.

Services a) to d) may be included in the contract price if noted accordingly or billed separate from the basic services.

**5. Delivery, delivery dates and delivery delays**

5.1 The schedule for manufacturing, delivery and installation of the kitchen furnishings is coordinated with the construction schedule. The client or its representative provide the necessary documents on the agreed date.

5.2 The specified delivery dates are not considered expiry dates or fixed dates unless expressly agreed otherwise in writing.

5.3 Forster Swiss Home AG determines the delivery date(s) once the client has returned all signed contract documents. If the client submits documents or specifications later than the dates specified in the order confirmation or wishes to change the order, Forster Swiss Home AG may move the delivery date.

5.4 The client shall provide notification of delays in the construction schedule in writing 10 days in advance. Forster Swiss Home AG will promptly change its schedule accordingly. We reserve the right to bill for unavoidable additional expenses.

5.5 If the client changes the date after submitting the order, Forster Swiss Home AG may adjust production of the ordered goods, delivery and installation according to the new date.

Additional expenses resulting from moving a delivery date are payable by the client.

5.6 In the case of unforeseen schedule changes on short notice, suitable space must be made available on the construction site to store the goods for the services ordered. The requirements for this type of protected space are determined by Forster Swiss Home AG. The client is liable for the stored goods (theft, fire, water, etc.). If the client or circumstances force Forster Swiss Home AG to make its own arrangements, it may bill the client for the additional expenses incurred. If the corresponding payments on account are agreed, the same payment due at the start of installation shall be due when the material is put into storage as a result of a construction delays.

5.7 If the delivery and installation of the kitchens is delayed through no fault of Forster Swiss Home AG, it shall be entitled to an adjustment to the deadline. Forster Swiss Home AG is namely not at fault for delays due to force majeure events, official orders, environmental incidents or any type of business disruptions (e.g. late delivery or failure to deliver materials by suppliers, unrest, sabotage,

- strike, extreme weather, etc.). Forster Swiss Home AG is obliged to notify such delays in writing without delay and to provide an explanation as soon as they become apparent. Corrective actions involving cost to the client require written approval.
- 5.8 If the delivery date is exceeded for reasons within the control of Forster Swiss Home AG, the client may withdraw from the contract after setting a written, reasonable grace period of at least 30 days. The client is not entitled to further claims due to late delivery. Point 12 applies to any claims for compensation.
- 5.9 In the case of delivery including installation (typical case), the contract price includes free delivery to the site, including distributing the kitchens to the residences. In the case of difficult access to the construction site and/or exceptionally complicated construction site conditions for accessing the kitchen spaces, Forster Swiss Home AG may charge additional costs.
- 6. Organisation on the construction site**
- 6.1 Forster Swiss Home AG may require a lockable room for each unit to ensure proper and secure storage of the materials during installation. Forster Swiss Home AG determines the appropriateness.
- 6.2 When fitting out buildings with more than four floors or over 12 m tall, the client shall provide suitable vertical transport options on site for transporting persons and materials, free of charge. Floors and heights are calculated from the building entry (SIA Norm 118, Article 135, section 4). This also applies to split-level buildings.
- 6.3 The client shall supply electricity and water free of charge and ensure suitable sanitary facilities.
- 7. Construction site requirements for kitchen installation**
- 7.1 On the agreed date specified in the order confirmation, Forster Swiss Home AG will supply the information and plans for the requirements under which installation can begin on schedule without delay.
- 7.2 For installation to occur on schedule, the following requirements must be met:
- dry walls
  - windows installed
  - screed or stone slab flooring, etc. installed, walkable, dry and protected
  - connections for electrical appliances and water prepared; cables laid; sockets for range hood, refrigerator, dishwasher and lighting installed
  - wall sleeve for flue relocated
  - construction site locked up outside construction hours
  - any other requirements stated in the project description
- Overtime, waiting periods and additional charges resulting from specified requirements not being met may be charged to the client.
- 8. Sound-damping installation**
- 8.1 The sound insulation requirements and measures derived from them for the kitchen installation are determined by the client along with its planning experts. In building projects (multiple family dwellings), the requirements may vary depending on the location of the kitchens.
- 8.2 Additional requirements under SIA Norm 181 "Sound insulation in buildings" do not necessarily constitute sound-damping installation. These must always be expressly agreed. The additional expenses for sound insulating measures are defined in the Forster Swiss Home AG quotation.
- 8.3 The method for sound-damping installation is based on Küchen-Verband Schweiz KVS guidelines or, at a minimum, equivalent sound insulation solutions.
- 9. Acceptance of work**
- 9.1 Upon completing the work, the contractor will notify the client that the work or self-contained parts thereof have been completed.
- 9.2 Acceptance is subject to SIA Norm 118, Article 157 et seqq.
- 10. Pricing, terms of payment and payment default**
- 10.1 The price is determined by the written contract or the written order confirmation. Unless otherwise agreed in writing, prices are in Swiss francs plus sales tax. Forster Swiss Home AG provides up to 90 percent of its services prior to delivery to the construction site. Under SIA Norm 118, Articles 144 and 145, it is entitled to charge payments on account based on work progress.
- 10.2 Unless otherwise specified in the order confirmation, services of Forster Swiss Home AG are billed to private clients as follows:
- 50% of the contract price when placing the order
  - 40% of the contract price prior to delivery
  - 10% after acceptance of construction work
- 10.3 Unless otherwise specified in the order confirmation, the payment date for Forster Swiss Home AG is 10 days net from the date of invoice.
- 10.4 On expiry of the due date, the client is in default and Forster Swiss Home AG is entitled to charge the client interest in the amount of 5% of the invoice amount as of the day the client becomes in default.
- 10.5 In the case of the client becoming in default, Forster Swiss Home AG further reserves the right to apply to register a builder's lien.
- 10.6 In the case of default, Forster Swiss Home AG is further entitled, irrespective of the respective terms of payment, to make delivery of further orders from the client conditional on advance payment or a security deposit, or to cancel these orders.
- 10.7 Defect claims and non-acceptance of the work does not release the client from the payment obligations.
- 11. Warranty for defects**
- 11.1 If installation, fabrication and/or product defects for which Forster Swiss Home AG is responsible are determined during acceptance of construction work, Forster Swiss Home AG will remedy the defect within a reasonable period of time.
- 11.2 The warranty period starts on the date of acceptance of construction work, without acceptance from the date of the final bill, but shall in any case commence with the kitchen being put into service.
- 11.3 Warranty period
- for kitchen furnishings: 5 years unless otherwise specified in the order confirmation
  - appliances, fittings, worktops, etc. are subject to the warranty terms of the respective manufacturers.
- 11.4 The warranty covers, at the discretion of Forster Swiss Home AG, the adequate, functionally equivalent replacement of materials or repair within the warranty period, with several remediations being permitted. Replacement with the original colours, models and individual parts is not guaranteed. Colours may vary from the sample and models.
- 11.5 Warranty excludes:
- defects due to unsuitable building ground or defective construction work of third parties
  - defects due to excessive moisture or excessive heat in the course of construction
  - kitchens in uncovered outside areas
  - defects due to improper, faulty or negligent handling of furnishings and appliances

- 5) subsequent changes in the building (for example: settling in the screed)
- 6) defects due to changes or repairs by the client or third parties made without the prior approval of Forster Swiss Home AG
- 11.6 In no case shall warranty services exceed the replacement and installation of the respective parts of the built-in kitchen.
- 11.7 A new warranty period as per point 11.3 applies to replacement goods. This does not affect the existing warranty period for the remaining kitchen furnishings.
- 11.8 Liability for consequential damages is excluded to the extent permitted by law.

## **12. Limitation of liability**

In the case of malice and gross negligence of Forster Swiss Home AG, however not its auxiliary persons, Forster Swiss Home AG shall be liable as per the statutory provisions. Any further liability, including consequential damages in particular, is excluded to the extent permitted by law regardless of the legal nature of the claim asserted. Subject to the warranty terms under point 11.

## **13. Client information**

- 13.1 Forster Swiss Home AG processes data in compliance with applicable legal provisions.
- 13.2 The client agrees to its personal data being processed and used by Forster Swiss Home AG and/or authorised partners/service providers for the fulfilment of the contract, customer support, customer surveys and for electronic, telephone or mail advertising.  
The client agrees to its data being transmitted to authorised domestic and international partners/service providers for the same purpose.
- 13.3 Within the context of electronic, telephone and mail advertising, Forster Swiss Home AG may inform the client of the entire range of services of Forster Swiss Home AG.
- 13.4 If the client later no longer agrees to its data being processed, the client may withdraw consent at any time by e-mailing: [info@forster-home.ch](mailto:info@forster-home.ch) or by writing to *Forster Swiss Home AG, Egnacherstrasse 37, 9320 Arbon*, without having to specify a reason for withdrawal.

## **14. General legal agreements**

Unless overriding statutory provisions apply, the following order of contractual bases applies:

- a) the individual order confirmation between the client and Forster Swiss Home AG with description of services and the kitchen as well as plans. If there are discrepancies between the text (description) and plans (drawings), the text takes precedence.
- b) the general terms of contract
- c) SIA Norm 118 "General terms and conditions for construction works"
- d) SIA Official Scales 108 and 102 (Description of services/ specifications for building service planners or architects, copyright rules and rules for professional fees)
- e) contract for work pursuant to the Swiss Code of Obligations (OR) Article 363 et seqq.

## **15. Dispute resolution**

- 15.1 The parties will strive to resolve any disputes related to the design, interpretation and fulfilment of the contract through negotiation wherever possible.
- 15.2 Each party is entitled to invite the arbitration board of Küchen-Verband Schweiz KVS to participate in settlement negotiations. Unless otherwise agreed, the

representative of the arbitration board merely holds an advisory function.

- 15.3 If unable to come to an agreement through negotiations, the dispute shall be determined by legal recourse.

## **16. Applicable law and place of jurisdiction**

- 16.1 These General Terms & Conditions of Business and the entire legal relationship between Forster Swiss Home AG and the client are subject to Swiss law.
- 16.2 The place of jurisdiction for all disputes arising from and in connection with the legal relationships between Forster Swiss Home AG and the client is Arbon TG, Switzerland.