

# General Terms and Conditions of Business

## A. General Terms and Conditions of Business of SUTER INOX AG

### 1. Validity

The “General Terms and Conditions” (hereinafter referred to as GTC) under Section A regulate all rights and obligations in the relationship between Suter Inox AG (“SUTER”) and its customers.

For orders placed by our customers via the online shop ([www.suter.ch](http://www.suter.ch)), the General Terms and Conditions for the online shop apply, see: [www.suter.ch](http://www.suter.ch)

### 2. General

Exceptions, additional agreements, modifications, etc., must be in written form. Should individual provisions of these GTC be or become ineffective or invalid, the validity and effectiveness of the remaining provisions shall remain unaffected. In such a case, the invalid provision must be reinterpreted or supplemented in such a way that the intended purpose of the regulation is achieved as far as possible. New versions of the GTC are published online ([www.suter.ch](http://www.suter.ch)) in the available languages and shall come into effect within one month, unless there is a written objection from the customer.

### 3. Order confirmation

The content of the order confirmation from SUTER to the customer is deemed to have been accepted if the customer does not provide immediate notification of any objections.

#### 3.1 Catalogues / price lists / quotations

Information documents, catalogues, drawings, price lists and quotations are non-binding and are only intended to provide more detailed guidance. The right is reserved to modify the range and prices at any time without prior notice. The content of the information documents (catalogues, brochures, drawings and website) is protected by copyright. All rights, including those with regard to the printing of extracts and photomechanical and electronic reproduction, are subject to express, written confirmation in advance by SUTER.

#### 3.2 Technical feasibility

We reserve the right to conclusively check the technical feasibility when an order is placed. In the event of obvious program malfunctions on the part of SUTER, the quotation is not binding. The acceptance of such offers by the customer does not lead to the conclusion of a contract with SUTER.

### 4. Prices

All prices listed in the sales documents are recommended retail prices (RRP) in Swiss francs. The dealer is free to set their own pricing. Unless otherwise agreed, all prices are exclusive of VAT, delivered in the standard packaging, not including transport or insurance.

### 5. Delivery terms

The written purchase contract or the order confirmation is decisive for the scope and execution of the delivery. Services that are not included in this shall be charged additionally. Partial deliveries are permitted and shall be invoiced. In the case of deliveries by lorry, it is assumed that the customer’s staff shall assist with unloading. Order modifications or cancellations requested by the customer require a written agreement with SUTER. The cost of changes and services already rendered in the event of cancellation shall be borne by the customer.

#### 5.1 Delivery deadline

Delivery dates serve as guidelines and as such are not binding for SUTER unless they are expressly guaranteed in writing by SUTER as binding. SUTER endeavours to meet delivery dates even if unforeseeable difficulties occur. Failure to meet delivery deadlines does not entitle the customer to withdraw from the contract, nor to claim damages or contractual penalties.

## **5.2 Deliveries in Switzerland**

Deliveries are made carriage paid to the customer's premises. Excluded from this are express deliveries, construction site deliveries, scheduled deliveries, deliveries to a location other than the customer's premises and deliveries where no access is available. SUTER is entitled to choose the means of transport.

## **5.3 Deliveries abroad**

For deliveries abroad, the prices are in line with ex works (EXW) Schinznach-Bad and Dulliken in accordance with the currently valid Incoterms.

## **5.4 Minimum order value**

We charge a small quantity surcharge up to a net order value of CHF 60.

## **5.5 Services**

The contractually agreed prices for the delivery of goods only include the price of the goods. Services provided by SUTER in connection with the delivery, modification, installation, etc., of the goods are not included. Unless otherwise agreed, such services shall be invoiced separately.

## **6. Payments**

In principle, all payments are to be made to SUTER's head office, within 30 days net or according to the order confirmation or invoice. Any right of ownership of the customer in relation to SUTER goods is excluded in its entirety. The customer undertakes to waive the assertion of ownership rights against SUTER.

## **7. Reservation of ownership**

The products delivered by SUTER remain the property of SUTER until SUTER has received the purchase price in full and in accordance with the contract. Up to this time, SUTER is entitled to enter the reservation of ownership in accordance with Art. 715 of the Swiss Civil Code (ZGB) or other legal provisions applicable at the location of the customer's premises in the reservation of ownership register at the customer's head office. With the effective placement of an order, the customer also declares their consent to the entry of a legally effective reservation of ownership or to submit all necessary declarations (in particular, form 48a1 of the Federal Office of Justice) that are necessary for entry in the register of reservation of ownership. Provided the purchase price has not been paid in full, the customer is obliged to maintain the products delivered by SUTER, to treat them with care and to protect and insure them appropriately against all the usual risks.

## **8. Specific customer obligations**

The customer undertakes to carry out the installation and commissioning of the delivered goods themselves in accordance with the SUTER guidelines.

## **9. Transfer of benefit and risk**

If the goods are delivered by SUTER, the benefit and risk are transferred to the customer upon handover at the agreed place of delivery. Any visible transport damage must be reported in writing to SUTER and the carrier by the customer directly upon acceptance. If such an immediate notification is not made, SUTER shall not be liable for any transport damage. If the products are picked up by the customer, the benefit and risk are transferred to the customer as soon as SUTER makes the goods available for collection at their registered office (ex works according to the current Incoterms).

## **10. Acceptance**

The customer must notify SUTER in writing of any damage, defects and complaints immediately after discovering these, and within 5 working days of delivery or collection, stating the defect.

An extension of the notification period requires the written agreement of both parties, which is why, in particular, objections declared unilaterally by the customer or different GTCs do not result in an extension or interruption of the notification period.

## **11. Guarantee / warranty**

Unless specifically agreed otherwise in writing, SUTER provides a material and functionality guarantee for all SUTER products and their accessories for a period of two years from the date of delivery. The warranty covers the replacement of the product, but not its installation or removal / dismantling, nor services provided by a third party. Claims that exceed the invoice amount cannot be authorised. SUTER cannot be held liable for consequential damage, except in cases of intent and gross negligence. Errors and malfunctions caused in particular by natural wear and tear, force majeure, improper handling, intervention by the customer or third parties, excessive stress or unusual environmental influences are not covered by the warranty.

Improper treatment within the meaning of this section includes, in particular, non-compliance with the care instructions from Suter Inox AG according to the [care instructions](#).

### **11.1 Guarantee / warranty for commercial products**

Insofar as the manufacturer's warranty for commercial products goes beyond the SUTER guarantee, we refer to the manufacturer's warranty conditions at: <https://www.suter.ch/en/warranty-service/>

## **12. Right of return in case of defects**

Return of defective products by the customer must be accompanied by a complaint made punctually in accordance with Section 12.1, a detailed description of the error / defect and proof of purchase.

### **12.1 Right of return for incorrect orders**

If the customer places an incorrect order and wants to return the goods to SUTER, the following conditions apply:

#### **Standard products**

If SUTER accepts the return of a product, the customer is not entitled to a refund of the purchase price, but SUTER shall issue a credit note for the customer for 80% of the net value of the returned product, which shall be credited to the customer against the purchase price for the next order placed within one year. SUTER reserves the right to make further deductions. The return delivery takes place at the expense and risk of the customer. The returned goods must be in their original packaging and free from any defects.

#### **Custom-made products and “non-catalogue items”**

Custom-made products and “non-catalogue items” are excluded from return to SUTER. These are products that have been specially manufactured or procured at the request of the customer, such as customised products, sinks with individual configurations (hole drillings for fittings, customer logo embossing and coloured sinks), fittings, extractor hoods, etc.

## **13. Compensation for damages**

### **13.1 Due to intent**

SUTER is liable in cases of intent or gross negligence or for a representative or agent, according to the statutory provisions. Otherwise, SUTER's liability is limited to the mandatory provisions of the Product Liability Act (PrHG) and, for customers with residence / headquarters outside Switzerland, EU Directive 85/374 EEC of 25/07/1985 due to injury or death of a person or as a result of damage to or destruction of an item.

In addition, any further liability on the part of SUTER is excluded, in particular, for direct or indirect damage.

SUTER's liability is also limited in cases of gross negligence to typical, foreseeable damage associated with this type of contract, if none of the exceptional cases listed above apply.

Apart from liability under the Product Liability Act and in cases of intent and gross negligence, liability is completely excluded for damage by the delivered item to the legal interests of the customer or third parties, e.g. damage to other items.

### **13.2 Due to error**

The provisions of Section 13.1 above extend to compensation for damages in addition to performance and also in lieu of performance, regardless of the legal reason. In particular, due to defects, the breach of obligations arising from the contractual relationship or unauthorised handling. They also apply to claims for reimbursement of wasted expenditure.

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

### **14. Data protection**

The personal data required for business transactions are treated as strictly confidential on the basis of the relevant data protection regulations. Details about the protection of personal data can be found in SUTER's data protection declaration, available at [www.suter.ch/en/data-privacy/](http://www.suter.ch/en/data-privacy/). The separate data protection declaration forms an integral part of these GTC.

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

SUTER may offset its claims against the customer's counterclaims. The customer is not entitled to offset any counterclaims against claims by SUTER. Unless agreed otherwise in writing, the contractual rights and obligations can neither be transferred nor assigned to third parties.

Swiss law applies exclusively for any disputes between SUTER and the customer, with the exclusion of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980). The place of jurisdiction is Schinznach-Bad, as far as this is compatible.

SUTER is also entitled to initiate a claim against the customer at their place of business or residence.

Except in cases of intent and gross negligence and in product liability cases (PrHG), SUTER's liability is limited to a maximum of CHF 50,000 per claim.

Suter Inox AG, Schinznach-Bad (Switzerland)

Valid from 1 March 2023

Replaces the version from 1 November 2019

# General Terms and Conditions of Business for Suter Online

## B. General Terms and Conditions of Business for SUTER INOX AG for the online shop

### 1. General

For all orders and deliveries via the online shop, these Suter Online General Terms and Conditions (GTC) are applicable in addition to the General Terms and Conditions. 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 an order has been definitively sent, it is binding.

### 2. Prices

All prices are in Swiss francs (CHF) net, exclusive of statutory VAT.

### 3. Delivery terms

Deliveries within Switzerland and Liechtenstein are usually made within 4-5 working days. If SUTER does not have an item in stock, the customer shall be informed immediately when delivery can be expected. Delivery is at the customer's risk.

#### 3.1 Delivery area

Switzerland and Liechtenstein.

#### 3.2 Minimum order value

The minimum order value is CHF 20.

#### 3.3 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 credit card payment (MasterCard, Visa, PostFinance Card and PostFinance E-Finance).

### 5. Specific customer obligations

The customer undertakes to carry out the installation and commissioning of the delivered goods themselves in accordance with the SUTER guidelines. SUTER does not assume any liability for incorrect assembly and installation.

#### 6.1 Complaints

The customer must report any damage, defects and complaints immediately after discovery, and within 5 working days after delivery, in writing by email and stating the defects to [kundendienst@suter.ch](mailto:kundendienst@suter.ch).

#### 6.2 Warranty / guarantee

Unless specifically agreed otherwise in writing, SUTER provides a material and functionality guarantee for all SUTER products and their accessories for a period of two years from the date of delivery. The warranty covers the replacement of the product, but not its installation or removal / dismantling nor services provided by a third party. Claims that exceed the invoice amount cannot be authorised. SUTER cannot be held liable for consequential damage, except in cases of intent and gross negligence.

#### 6.3 Guarantee / warranty for commercial products

Insofar as the manufacturer's warranty for commercial products goes beyond the SUTER guarantee, we refer to the manufacturer's warranty conditions at: <https://www.suter.ch/en/warranty-service/>

#### **6.4 Right of return in case of defects**

A return of defective products requires a detailed description of the error / defect and proof of purchase. A deadline of 14 working days from delivery applies.

#### **6.5 Right of return for incorrect orders**

If SUTER accepts the return of a product, the customer is not entitled to a refund of the purchase price. SUTER shall issue a credit note for the customer for 80% of the net value of the returned product, which shall be credited to the customer against the purchase price for the next order placed within one year. SUTER reserves the right to make further deductions. The return delivery takes place at the expense and risk of the customer. The returned goods must be in their original packaging and free from any defects. Returned goods must be sent to the following address, with the order confirmation:

Suter Inox AG  
Customer Service  
Schachenstrasse 20  
CH-5116 Schinznach-Bad  
T +41 58 263 64 80  
[kundendienst@suter.ch](mailto:kundendienst@suter.ch)

#### **7. Data protection**

The personal data required for business transactions are treated as strictly confidential on the basis of the relevant data protection regulations. Details about the protection of personal data can be found in SUTER's data protection declaration, available at <https://www.suter.ch/data-protection>. The separate data protection declaration forms an integral part of these GTC.

#### **8. Copyright**

The content of the online shop is protected by copyright. All rights, including with regard to extracts and photomechanical and electronic reproduction, are subject to express, written confirmation in advance by SUTER.

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

SUTER may offset its claims against the customer's counterclaims. The customer is not entitled to offset any counterclaims against claims by SUTER. Unless agreed otherwise in writing, the contractual rights and obligations can neither be transferred nor assigned to third parties.

Swiss law applies exclusively for any disputes between SUTER and the customer, with the exclusion of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980). The place of jurisdiction is Schinznach-Bad, as far as this is compatible. SUTER is also entitled to initiate a claim against the customer at their place of business or residence. Except in cases of intent and gross negligence and in product liability cases (PrHG), SUTER's liability is limited to a maximum of CHF 50,000 per claim.

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Valid from 1 March 2023  
Replaces the version from 1 January 2019

## **C. General Terms and Conditions of Business for the SUTER INOX AG online shop for end users with headquarters in the European Union**

### **§ 1 General**

(1) Our General Terms and Conditions for online trading ("GTC") are decisive for the rights and obligations of both parties. Your contract partner is:

Suter Inox AG, Schachenstrasse 20, CH-5116 Schinznach-Bad, T +41 58 263 64 00, suter@suter.ch, (hereinafter referred to as SUTER)

CEO 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, T +41 58 263 64 00, peter.wernli@suter.ch; representative in the EU:

Reichert & Reichert, solicitors, Max-Porzig-Strasse 1, D-78224 Singen, Reichenaustrasse 19a, D-78467 Constance, email: [kanzlei@reichert-reichert.de](mailto:kanzlei@reichert-reichert.de)

(2) These GTC 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 residence or permanent residence outside the European Union (EU), in particular Switzerland and Liechtenstein.

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

(4) Should a provision of the GTC be or become invalid, the validity of our remaining GTC shall not be affected. The contracting parties undertake to replace the ineffective clause with an effective clause which corresponds to the ineffective clause or comes as close as possible to it in economic terms.

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

(1) Quotations in the SUTER online shop are non-binding. By clicking on the "Confirm purchase" button, the customer makes a legally binding offer to SUTER to purchase the product in the basket in accordance with the provisions of these GTC. A legally effective purchase contract only comes into effect upon receipt of the SUTER order confirmation by email.

(2) Information and advice on application-related questions, etc., are always non-binding and rule out any liability on our part. Samples provided to the other party are non-binding with regard to their properties, unless SUTER gives assurance about the properties in writing.

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

### **§ 3 Delivery and delivery date**

(1) Unless otherwise agreed, the goods are delivered from the headquarters of SUTER, Schinznach-Bad or Dulliken (Switzerland). SUTER selects the shipping method and route, taking into account the most cost-effective means of shipping and customer requirements.

(2) SUTER delivers either by parcel post or freight forwarder and informs the customer of the expected delivery date with the order confirmation.

From experience, delivery takes 7-10 working days in the EU from receipt of the order confirmation by the customer.

### **§ 4 Payment**

(1) SUTER sends the invoice by email to the billing and delivery address in the EU provided by the customer. The invoice does not include VAT in each case, but does show any customs duties and import sales tax as well as transport costs.

(2) Payment can only be made by credit card or prepayment. The invoice amount shall be transferred within 10 calendar days in the case of prepayment. The goods are reserved for the customer until then. When making the transfer, the order and invoice number must be given.

(3) Payments are always used to settle the oldest claim due plus the interest on arrears incurred.

(4) In every case, the date of the postmark is the decisive factor for the settlement of the payment. The day before SUTER'S bank is credited is the payment settlement date for bank transfers.

(5) In the case of payments after the due date, interest shall be charged at a rate of 5 percentage points above the applicable base interest rate.

(6) SUTER is not obliged to make any further deliveries under any current contract before full payment of the invoice amounts due, including interest. The assertion of losses caused by 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, SUTER 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 goods delivered remain the property of SUTER until they have been paid for in full.

### **§ 6 Right of cancellation for consumers**

(1) Customers are entitled to cancel the purchase contract concluded within 14 days without giving reasons.

The cancellation period is 14 days from 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 of cancellation is effectively exercised if they inform SUTER by means of a clear written declaration of cancellation to the following address:

Suter Inox AG  
Schachenstrasse 20  
CH-5116 Schinznach-Bad  
T +41 58 263 64 00  
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.

(3) On the other hand, the customer's right to cancel is excluded for contracts for the delivery of goods that are not pre-manufactured and for the production of which the customer needs to make an individual selection or specification for their manufacture, or which are clearly tailored to the personal requirements of the customer.

(4) If the customer cancels the contract effectively, SUTER shall reimburse all payments received from the customer and invoiced delivery costs no later than 14 days after receipt of the notification of the customer's cancellation. This repayment is free of charge for the customer. SUTER reserves the right to use the same means of payment on which the original payment transaction was based.

(5) SUTER is entitled to refuse repayment until the goods have arrived in perfect condition and in their original packaging.

(6) The period for returning the goods is 14 days and begins on the day on which the customer informed SUTER of the cancellation in writing. To meet the deadline, it is sufficient for the goods to be sent to SUTER before the deadline expires.

(7) The customer bears the costs of the return.

(8) The customer must compensate for lost value if the goods are returned due to improper use of the goods for which the customer is responsible

## **§ 7 Delay for acceptance**

If the customer remains silent or refuses to make the payment and/or accept the deliveries explicitly, then SUTER can withdraw from the contract. Any handling costs shall be charged to the customer. The same regulations also apply as in the section below.

## **§ 8.1 Right of return of incorrect orders**

If SUTER accepts the return of a product, the customer is not entitled to a refund of the purchase price, but SUTER shall issue a credit note for the customer for 80% of the net value of the returned product, which shall be credited to the customer against the purchase price for the next order placed within one year. SUTER reserves the right to make further deductions. The return delivery takes place at the expense and risk of the customer. The returned goods must be in their original packaging and free from any defects. Returns must be sent with the order confirmation to the following address:

Suter Inox AG  
Customer Service  
Schachenstrasse 20  
CH-5116 Schinznach-Bad  
T +41 58 263 64 80  
[kundendienst@suter.ch](mailto:kundendienst@suter.ch)

## **§ 8.2 Notice of defects**

(1) In the event of defects, the statutory provisions on liability for defects apply.

(2) For buyers, i.e. for persons who have brought about the conclusion of the contract with SUTER in the exercise of their commercial or independent professional activity and for legal entities under public law as well as for end consumers, the following provisions apply exclusively:

Notices of defects must be received by SUTER in writing within 10 working days of receipt of the goods. Once processing of the delivered goods has begun, any complaints about obvious defects are excluded.

If SUTER recognises the notices of defects, SUTER reserves the right to remedy the defect or to deliver replacement goods free of defects within 30 working days of receipt of the goods by SUTER. In this case, SUTER shall bear the freight costs. If the supplementary performance has failed, the customer only has the right to reduce the purchase price or to withdraw from the contract. After the above period of 30 working days has expired, the customer only has the right to reduce the purchase price or to withdraw from the contract. Further rights, in particular, claims for damages, are excluded.

The customer must report hidden defects to SUTER immediately after their discovery. The customer can only reduce the purchase price or withdraw from the contract on the basis of the defect being notified in good time, insofar as the notification period specified in the previous paragraph has expired.

(3) Minor, technically unavoidable deviations in quality, colour and size as well as the weight of the goods or the design cannot be objected to by the customer. This also applies to deviations customary in the trade, unless SUTER has previously agreed in writing to deliver a model that is true to the sample.

(4) SUTER grants a guarantee on its products, which is set out in accordance with the applicable guarantee provisions enclosed with the product.

## **§ 9 Warranty / guarantee**

Unless otherwise specifically agreed in writing, SUTER provides a material and functionality guarantee for all SUTER products and their accessories for a period of two years from the date of delivery. The warranty / guarantee covers the replacement of the product, but not its installation or removal / dismantling, nor services provided by a third party. Errors and faults for which SUTER is not responsible are not considered to be defects, in particular, due to natural wear and tear, force majeure, improper handling, intervention by the customer or third parties, excessive stress or unusual environmental influences.

Improper treatment within the meaning of this section includes, in particular, non-compliance with the care instructions from Suter Inox AG according to the care instructions.

### **§ 9.1 Warranty / guarantee for commercial products**

For commercial products, we refer to the manufacturer's warranty conditions:

<https://www.suter.ch/en/warrantyservice/>

### **§ 10 Compensation for losses**

(1) SUTER is liable in cases of intent or negligence or for a representative or agent according to the statutory provisions. Otherwise, SUTER is only liable under the Product Liability Act (PrHG) for injury to life, limb, health or culpable violation of essential contractual obligations.

(2) For entrepreneurs, i.e. for persons who brought about the conclusion of the contract with SUTER in the exercise of their commercial or independent professional activity and for legal entities under public law as well as for end consumers, the following provisions apply exclusively to compensation for damages:

SUTER is liable in cases of intent or gross negligence or for a representative or agent according to the statutory provisions. Otherwise, SUTER is only liable under the Product Liability Act for injury to life, limb, health or culpable violation of essential contractual obligations. Otherwise, liability for indirect damage is excluded.

However, the claim for damages for the violation of essential contractual obligations is limited to the foreseeable damage that is typical for the contract. SUTER's liability in cases of gross negligence is also limited to the foreseeable damage that is typical for the contract if none of the exceptional cases listed in sentence 2 of this paragraph apply.

However, liability for damage caused by the delivery item to legal interests of the customer or third parties, e.g. damage to other items, is completely excluded. This does not apply if there is intent or gross negligence or if there is liability for injury to life, limb or health.

The provisions of the above paragraphs extend to damages in addition to performance and damages instead of performance, regardless of the legal reason. In particular, due to defects, the breach of obligations arising from the contractual relationship or unauthorised handling. They also apply to claims for reimbursement of wasted expenditure.

### **§ 11 SUTER industrial property rights**

The content of information documents (catalogues, brochures, drawings, Internet and online shop) is protected by copyright. All rights, including those with regard to the printing of extracts and photomechanical and electronic reproduction, are subject to express, written confirmation in advance by SUTER.

### **§ 12 Specific customer obligations**

The customer undertakes to carry out the installation and commissioning of the goods delivered themselves, according to 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.

(2) 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-Schznach-Bad, in particular the district court in CH-Brugg. In addition, we also have the right to claim against the entrepreneur at their general place of jurisdiction.

(3) Swiss law applies to the business relationships and all 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) SUTER saves the personal data of customers only to the extent and for the period required to process the order. While doing so, SUTER shall comply with the provisions of the relevant data protection laws and the applicable commercial and tax provisions on the obligation for electronic archiving. Details regarding the protection of the personal data of individuals can be found in SUTER's data protection declaration, which can be downloaded at <https://www.suter.ch/data-protection-provisions>. The separate data protection declaration forms an integral part of these GTC for the online shop for end consumers with their place of residence in the EU.

(5) Due to the absence 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 refer to the platform of the EU Commission regarding online dispute resolution at: <https://ec.europa.eu/consumers/odr/>.

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