

General terms and conditions of business

1. Scope

- 1.1 These general terms and conditions of delivery and payment (GTCs) are part of all offers and contracts for the delivery of goods and services by Küng Wellness AG (hereinafter referred to as «Küng») for current and future business relationships. Should individual provisions be or become invalid, this shall not affect the remaining provisions.
- 1.2 Contractual provisions that deviate from these GTCs shall take precedence if they are set out in a written contract. If there are any discrepancies between these GTCs and the customer's terms of purchase, these GTCs shall take precedence, unless otherwise agreed in writing.
- 1.3 Oral agreements supplementing the contract which deviate from the general terms and conditions shall only become legally effective upon written confirmation by Küng.
- 1.4 Persons under 18 years of age may only order with the written consent of their parents within the framework provided by law. By placing an order, the customer acknowledges this provision and confirms that he or she is entitled to purchase.

2. Offers, ordering and conclusion of contract

- 2.1 The delivery period stated in the offer shall be adhered to by Küng in case of immediate order. In case of later orders (after more than 10 days) it is not binding and has to be reset.
- 2.2 Claims for damages due to incorrect illustrations, texts and prices are excluded.
- 2.3 Offers are subject to change without notice; goods and services are subject to prior sale.
- 2.4 Orders shall only become binding with regard to the type and scope of the delivery when Küng confirms the order. Changes, additions and cancellations shall be made in writing. They may be subject to charges and may affect the delivery time.
- 2.5 Necessary auxiliary equipment for unloading such as cranes, lifts etc. shall be provided by the customer. In the case of difficult access, the additional costs will be charged.

3. Prices

- 3.1 The prices are ex works or warehouse of Küng excluding packaging and VAT, unless delivery and installation are included in the offer. The VAT shall be added at the statutory rate. The amounts shown are – unless expressly declared otherwise – in Swiss francs (CHF).
- 3.2 If deliveries are made and/or services provided later than three months after the order confirmation, Küng is entitled to charge new prices in the event of interim changes in list prices and/or materials, wages and other costs.
- 3.3 Küng is not bound to previous prices for new orders (like follow-up orders).

4. Terms of payment

- 4.1 Invoices are payable net within 10 days of the invoice date, unless otherwise specified in the offer. Unless otherwise specified, the following payments on account are agreed:
 - 30% upon receipt of order
 - 40% 5 days before delivery at the latest
 - 30% after delivery and installation
- 4.2 Payments are to be made exclusively to Küng.
- 4.3 Delivery and installation work and other services are generally payable without deduction after receipt of the corresponding invoice.

- 4.4 The offsetting of any counterclaims from the buyer that are disputed by Küng and not legally established is not permitted.
- 4.5 Non-compliance with the payment terms or circumstances which are likely to reduce the creditworthiness of the buyer shall result in all claims of the supplier becoming due and payable with immediate effect. In addition, Küng is entitled to make further deliveries only against advance payment, to make all outstanding invoice amounts, including deferred payments, immediately due and payable and to demand the return of bills of exchange accepted on account of payment, cash payment or security, as well as to withdraw from the contract after a reasonable grace period or to demand damages for non-performance. Küng may also prohibit the buyer from reselling the goods and retrieve any goods not yet paid for at the buyer's expense.
- 4.6 Küng's invoices shall be deemed accepted unless objected to in writing within 10 days of the invoice date.
- 4.7 In the event of late payment, reminder costs of CHF 20 as well as interest on arrears from the due date of 5% will be owed. Küng expressly reserves the right to assert further damage caused by delay.
- 4.8 Any discount and/or rebate agreements made shall only apply if payment is made in accordance with the contract.

5. Duty of care of the customer when placing an order

- 5.1 Küng shall provide the customer and the contractors involved with it (such as bricklayers, tilers, plumbers, electricians etc.) with all necessary documents (measurements, sketches, plans etc.). The customer is responsible for compliance with these.
- 5.2 Additional expenses incurred by Küng (additional travel, labour, clarification or material costs), which were not complied with despite detailed information in Küng's various planning documents, will be invoiced to the customer (even if they were caused by third parties or on site).
- 5.3 The customer undertakes to complete all on-site preparatory work before the date agreed for delivery and installation at its own expense. Upon request, Küng may provide the customer with suitable companies for the preparatory work. Delay costs due to unfinished preparatory work may be invoiced by Küng.

6. Construction/builders' liability insurance

- 6.1 The supplier recommends the conclusion of a construction/builders' liability insurance policy for construction activities. Costs for insurance cover on the part of the customer of any kind cannot be passed on and are borne by the customer in all cases.

7. Delivery time

- 7.1 Delivery dates and times are non-binding guide dates, unless otherwise expressly agreed in writing. If a delivery is delayed beyond a delivery date promised by Küng, the customer is entitled to withdraw from the contract after a grace period of 3 weeks. In this case, Küng shall only be liable to the customer for direct and immediate damage if, and to the extent that, the delay or the impossibility of delivery is demonstrably due to a grossly negligent breach of contract by Küng.
- 7.2 Events of force majeure affecting the supplier or its subcontractors may extend the delivery time, even if a binding delivery date has been agreed. Küng shall keep any negative impact to the buyer as minimal as possible. If Küng is in default with its deliveries or services, the buyer shall grant Küng a reasonable grace period. Claims for damages due to delayed deliveries are excluded.

7.3 If delivery on call is agreed, the customer is obliged to request the delivery no later than 10 working days after notification of readiness for such a request. If it fails to do so in time or in full, Küng shall be entitled to store the goods at the expense and risk of the customer. If the call is not made within a reasonable grace period set by Küng, the goods shall be deemed called and delivered and the customer shall be obliged to pay.

7.4 In the event of postponement of the agreed installation date, which is communicated to Küng less than 5 working days in advance, Küng may charge the resulting costs (in particular for cancellation of installation) if it is not possible to reschedule.

8. Transfer of benefit and risk

8.1 Immediately after delivery or collection, the customer shall inspect the products for completeness, conformity with the delivery documents and for defects and shall immediately notify us in writing of any recognisable deviations and defects. If a complaint is not made within 10 working days (received by Küng) from receipt of the products, the delivery is considered to be in accordance with the contract, unless the deviation was not recognisable despite careful examination. Any transport damage or shortfall in quantity that is recognisable on delivery shall also be noted on the carrier's receipt.

8.2 Küng may call in auxiliary persons and third parties (in particular subcontractors) or employees of these third parties to fulfil its obligations.

9. Warranty

9.1 Notice of defects shall be brought to Küng's attention immediately and at the latest within 10 days after receipt of the goods or completion of the installation.

9.2 If a notice of defect proves to be justified, Küng shall replace the item(s) free of charge by repair or delivery of a new item, or it shall credit the invoice amount or the reduced value. Further claims by the customer of any kind are excluded.

9.3 If there is a defect which was not recognisable during the immediate inspection, the notification of defects shall be made immediately within a 12-month warranty period upon discovery.

9.4 The warranty for Küng products is:

Sauna

Private use

- Cabin: 10 years
- Own-brand sauna heater: 5 years
- Sauna heaters from other manufacturers, control units and other technical components: 2 years

Commercial use

- Sauna, heater, control unit: 2 years

Steam bath/steam showers/natural herbal steam bath

- Cabin: 5 years
- Technical equipment: 2 years

Bath tub/whirlpool bath tub

- Tub: 5 years
- Technique: 2 years

Whirlpools and other trade products

- According to manufacturers warranty

9.5 The prerequisite for the provision of warranty services is the complete payment of the goods or services. The warranty period is not extended by warranty service.

9.6 Warranty is excluded for defects which have one of the following causes:

- a) inadequate maintenance
- b) failure to observe the operating or installation instructions
- c) misuse of the products
- d) use of non-approved parts/accessories
- e) normal wear and tear
- f) improper handling or treatment
- g) external influences, in particular force majeure and other reasons for which neither Küng nor the manufacturer/supplier are responsible

9.7 Any further claims other than those under warranty, in particular claims for damages and consequential damages, loss of profit, loss of production or loss of use are excluded.

9.8 Materials created from a natural material such as real wood or natural stone are never visually uniform. Deviations in colour and texture are part of their natural properties and do not constitute grounds for complaint or liability.

10. Property rights

10.1 Küng reserves the unrestricted right of ownership and copyright exploitation rights to cost estimates, drawings and other documents. They may not be made accessible to third parties.

10.2 In return, Küng undertakes to treat the customer's data as confidential and not to sell it to third parties.

11. Severability clause

11.1 Should individual provisions of these General terms and conditions be or become ineffective or invalid, the validity and effectiveness of the remaining provisions shall remain unaffected. If this is the case, this provision shall be replaced by a provision which comes closest to the economic objective of the parties.

12. Applicable law and place of jurisdiction

12.1 Swiss law shall apply to all contracts. The application of the UN Convention on Contracts for the International Sale of Goods of 11.04.1980 is expressly excluded.

12.2 The place of performance for deliveries and payments is CH-8852 Altendorf. Exclusive jurisdiction for all legal disputes between the parties is CH-8852 Altendorf.

Altendorf, January 2021