

## **General Conditions of Sale and Delivery of Outdoorchef ("GCSD")**

### **1. GENERAL INFORMATION**

Outdoorchef AG, Eggbühlstrasse 28, P.O. Box, 8050 Zurich, Switzerland (hereinafter referred to as "OUTDOORCHEF"), develops, manufactures and sells barbecues, accessories and spare parts (hereinafter referred to as the "product" or "products") to customers in Switzerland and Liechtenstein. These GCSDs apply to purchase contracts concluded between OUTDOORCHEF and their customers and are valid as from 1st January 2018. They replace all previous versions.

The customer's General Terms and Conditions of Business applicable to the Purchasing Conditions will only be effective if they are explicitly confirmed in writing by OUTDOORCHEF.

OUTDOORCHEF can change the present GCSDs at any time. The changes will be communicated to the customer by email or by another suitable method (i.e. online).

### **2. ORDERING AND CONFIRMATION**

#### **2.1** The customer can order products from OUTDOORCHEF in writing, electronically or by telephone.

By placing an order, the customer accepts these GCSDs. The order qualifies as a quotation from the customer to OUTDOORCHEF. OUTDOORCHEF will confirm receipt of this quote, however, this does not represent acceptance of the quote. OUTDOORCHEF will check to see if the product is available. The product will be sent to the customer if it is available. The customer's order is deemed to have been accepted by OUTDOORCHEF with the shipment of the product(s).

Transacted orders are binding for the customer up to possible rejection by OUTDOORCHEF. Unless stated otherwise, there is no right of return or withdrawal by the customer.

Any deviations from OUTDOORCHEF's confirmation of order from the customer must be objected to immediately by the customer or within 2 working days at the latest after receipt of the OUTDOORCHEF confirmation. In the event of a defect or a delayed complaint, the conditions contained in OUTDOORCHEF's confirmation will be deemed to have been accepted by the customer.

#### **2.2 THIS APPLIES IN PARTICULAR TO CONSUMER E-SHOP (B2C) ORDERS AND CONFIRMATIONS**

The customer makes his or her selection in the OUTDOORCHEF online shop and then sends OUTDOORCHEF a quote for the selected product by concluding an order.

The products listed in the OUTDOORCHEF online shop as well as their images, details and dimensions are provided purely for information purposes and without obligation and may vary slightly from the actual products.

### **3. DELIVERY AND SERVICE**

The customer acknowledges that the delivery dates stated by OUTDOORCHEF are merely an indication and are non-binding; other delivery times are expressly reserved. Accordingly, OUTDOORCHEF shall not be liable for any delivery delays or their consequences.

#### **3.1 PARTIAL DELIVERIES**

OUTDOORCHEF reserves the right to make partial deliveries and to invoice them, unless otherwise agreed with the customer.

#### **3.2 TRANSPORT COSTS / DAMAGE**

Orders with a value of CHF 50 or higher are eligible for free delivery by OUTDOORCHEF. Orders with a value of less than CHF 50 will incur a shipping charge of CHF 9.90. Additional costs for special handling and any additional options included in the preliminary assembly and delivery will be clearly indicated to the customer and invoiced separately.

The customer agrees not to reject deliveries with obvious transport damages, but to accept them under reservation and to report such damages immediately to the carrier and to OUTDOORCHEF. The customer must notify OUTDOORCHEF in writing of any transport / quantity discrepancies within 5 days after receipt of the ordered goods and photographs must be enclosed, otherwise the delivery will be deemed to have been accepted.

OUTDOORCHEF's liability for transport damages resulting from deficient or inadequate packaging or incorrect choice of transportation method is excluded in the event of deliveries made by third parties.

Warranty claims arising from transport damage resulting from deficient or inadequate packaging are excluded.

#### **3.3 RETURNED GOODS**

OUTDOORCHEF will only accept incorrect deliveries and brand-new products if received in undamaged original packaging and without any stick-on items (e.g. price labels). Products may be returned or exchanged only within 10 days of receipt by the customer, or in compliance with a prior special agreement, and only after prior obtaining approval from OUTDOORCHEF's sales department. Approval is granted in the form of notification of a returns order number from OUTDOORCHEF. The customer must indicate the returns order number on all documents (e.g. delivery note). Any costs for checks, damaged packaging etc., will be deducted from the credit note. If the customer fails to comply with these

provisions, then OUTDOORCHEF will be entitled to return the products to the customer without payment of postage, to refuse to accept the delivery or to charge proportional expenses of a minimum of CHF 50 or a maximum of 10% of the invoice sum.

### **3.4 TRANSFER OF USE AND RISK**

The use and risk relating to the products will be transferred from OUTDOORCHEF to the customer from the time of delivery at the customer's premises.

### **3.5 RIGHT OF WITHDRAWAL BY OUTDOORCHEF**

OUTDOORCHEF is entitled to withdraw from contracts without paying any compensation if facts come to light indicating that the customer is not creditworthy. Qualification of the customer's creditworthiness will be solely at the discretion of OUTDOORCHEF.

### **3.6 TRANSFER OF OWNERSHIP**

Ownership of the product to be delivered to a customer remains with OUTDOORCHEF up to the hand-over to the customer in all cases.

If "payment against invoice" has been agreed upon with the customer, then the product being delivered remains the property of OUTDOORCHEF up to the time that payment is made in full.

## **4. PURCHASE PRICES**

OUTDOORCHEF sell their products at the prices and conditions stated in the respective price lists (plus the mandatory VAT as well as any recycling fee), whereby the right to make price and model changes is always reserved. All prices include the mandatory VAT as well as any possible pre-paid recycling fee.

## **5. TERMS OF PAYMENT**

Payment must be made via credit card, PostFinance Card, an instant bank transfer or other payment methods accepted by OUTDOORCHEF. Payment is to be made on conclusion of the order.

If the "payment against invoice" option is possible, then the following provisions apply: The customer must pay, strictly net, for the delivered products within 30 days of the invoice date. The customer is not entitled to pay in instalments or to withhold payments due to complaints. The customer is not entitled to offset these payments with any claims he or she may have against OUTDOORCHEF, such as returns or warranty claims, etc. No deductions may be made without consultation with OUTDOORCHEF.

OUTDOORCHEF reserves the right to amend the payment terms at any time.

OUTDOORCHEF is entitled to charge the dunning system expenses incurred to the defaulting customer. The right to instigate proceedings is reserved.

## **6. PAYMENT DELAYS**

After the unused payment period of 30 days has expired with regard to the agreed payment period, the purchaser shall be deemed to be in default without any further notice being given. Default interest of 5% per annum may be levied in the event of a delay in payment. Dunning and collection fees as well as other consequential costs must be borne by the customer. In the event of a delayed payment, OUTDOORCHEF will be entitled to demand advance payment for any further orders and to retain any non-executed deliveries until receipt of the outstanding payment(s).

## **7. WARRANTY AND GUARANTEE**

The following warranty and guarantee provisions will only apply insofar as OUTDOORCHEF has not concluded a different provision with the customer in writing apart from this GCSD.

### **7.1 WARRANTY**

OUTDOORCHEF guarantees the customer defect-free products under the meaning of Art. 197 OR. OUTDOORCHEF shall be liable for the features of the product specified in connection with the order only if OUTDOORCHEF has explicitly confirmed them in writing.

The right to reasonable, from the point of view of the customer, technical and design deviations from the details stated in the brochures, catalogues or written documents, as well as changes in models, design and materials as a result of technical advances and further developments is reserved, without any rights against OUTDOORCHEF being derived from this.

Conversions and reductions are excluded; only the Para. 7.2 Application provisions apply.

Similarly, any claims for damages made by the customer within the legally permissible framework are excluded.

### **7.2 WARRANTY**

The warranty period and DOA (dead on arrival) provisions for the specific products are communicated on the OUTDOORCHEF website at: [www.outdoorchef.com](http://www.outdoorchef.com) or can be requested by telephone from OUTDOORCHEF at any time.

Warranty claims must be submitted by the customer in writing to OUTDOORCHEF immediately after their discovery, enclosing the warranty card or sales receipt and

expire after the warranty period communicated in writing by OUTDOORCHEF after delivery to the customer.

In the event of a warranty claim from the customer, OUTDOORCHEF has the free choice of either repairing a defective product or exchanging it for a product of an equivalent type. In the event of the product being replaced, the existing warranty based on the sales receipt continues and runs for at least 24 months. Consumables (bulbs, batteries, packaging, etc.) are excluded from the warranty.

If the product is not working after purchase (DOA or Dead On Arrival), the customer must return the product within 10 working days, enclosing the corresponding warranty card or sales receipt. No exchanges will be made following the expiry of this period, a repair will be carried out instead. Exceptions to this are brands and products from which the DOA provisions are excluded.

A warranty claim is excluded if the product has been handled incorrectly or opened or if the Serial-No. has been damaged, modified or removed. Further warranty claims or other claims made by the customer in connection with product defects - regardless of the legal foundation - are excluded.

The customer is responsible for transporting the goods to the OUTDOORCHEF service centre in Switzerland (see [www.outdoorchef.com](http://www.outdoorchef.com)) and must also pay the associated costs. Returns from the OUTDOORCHEF service centre will be made solely to addresses in Switzerland and Liechtenstein.

## **8. AFTER SALES**

Internal replacement parts and gas-carrying parts for products will only be sent to authorised service centres.

If the customer requests the product to be returned unrepaired or if no response to the cost estimate is received, then an administration fee will be charged. This also applies to submission of third-party products.

In the event of warranty claims relating to an operating fault, the associated labour costs may also be invoiced.

OUTDOORCHEF guarantees a warranty period of 6 months for repairs carried out as well as replaced spare parts.

## **9. FORCE MAJEURE**

Operational disruptions, strikes or any kind of force majeure releases OUTDOORCHEF from the fulfilment of the contract with the customer.

## **10. DUTY TO INFORM**

The customer must immediately forward to OUTDOORCHEF any complaints from buyers or third parties of which it becomes aware in all cases.

**11. PUBLISHING OF DOCUMENTS**

The customer must immediately inform OUTDOORCHEF upon initial request of any marketing, advertising or other documents received.

**12. ADVERTISING FEES**

The following provision applies exclusively to the business relations of OUTDOORCHEF with business customers and with simultaneous reservation of different agreements made specifically with the business customer.

The customer has to discuss all advertising activities, which are co-financed by OUTDOORCHEF, with the sales management of OUTDOORCHEF beforehand and he/she must also ensure that the product's current design templates (corporate design / identity) correspond to the product brand. OUTDOORCHEF cannot pay out any advertising expenses without this prior agreement and without the receipts being submitted. A payment will be made against the customer's invoice.

**13. NO CHANGES TO THE PRODUCTS**

The following provision applies exclusively to the business relations of OUTDOORCHEF with business customers and with simultaneous reservation of different agreements made specifically with the business customer.

The customer is not entitled to change products or the brand-name on them, names, logos or signs attached to them in any way.

**14. SAFEGUARD CLAUSE**

Should any of the above provisions prove to be ineffective, this shall have no effect on the effectiveness of the remaining provisions. Invalid or ineffective provisions shall be replaced by those which are closest to their economic purpose. The same procedure must be followed in the event of an omission.

**15. APPLICABLE LAW/PLACE OF JURISDICTION**

These GCSDs and the agreements concluded between OUTDOORCHEF and its customers are subject exclusively to Swiss law with the exclusion of the United Nations' Convention on Contracts for the International Sale of Goods (Vienna Convention).

The Zurich 1 courts are responsible for judging disputes in connection with these GCSDs and the contracts concluded between the parties on this basis.