

General Conditions of Sale and Delivery of DKB Household Distribution AG ("GCSD")

1. GENERAL INFORMATION

DKB Household Distribution AG, Eggbühlstrasse 28, Postfach 8050, Zurich, Switzerland (hereinafter referred to as "DKB"), develops, engineers, produces and sells mechanical and electrical household items (hereinafter referred to as the "product" or "products") to customers in Switzerland and Liechtenstein. These GCSDs apply to purchase contracts concluded between DKB 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 DKB.

DKB 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

The customer can order products from DKB 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 DKB. DKB will confirm receipt of this quote, however, this does not represent acceptance of the quote. DKB 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 DKB with the shipment of the product(s).

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

Any deviations from DKB 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 DKB confirmation. In the event of a defect or a delayed complaint, the conditions contained in DKB confirmation will be deemed to have been accepted by the customer.

2.1 THIS APPLIES IN PARTICULAR TO CONSUMER E-SHOP (B2C) ORDERS AND CONFIRMATIONS

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

The products listed in the DKB 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 DKB are merely an indication and are non-binding; other delivery times are expressly reserved. Accordingly, DKB shall not be liable for any delivery delays or their consequences.

3.1 PARTIAL DELIVERIES

DKB 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 1000.00 or higher are eligible for free delivery by DKB. Orders with a value between CHF 50.00 to CHF 999.95 incur CHF 20.00 delivery charge. 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 DKB. The customer must notify DKB 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.

DKB 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

DKB 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 DKB sales department. Approval is granted in the form of notification of a returns order number from DKB. 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 DKB 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 DKB to the customer from the time of delivery at the customer's premises.

3.5 RIGHT OF WITHDRAWAL BY DKB

DKB 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 DKB.

3.6 TRANSFER OF OWNERSHIP

Ownership of the product to be delivered to a customer remains with DKB 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 DKB up to the time that payment is made in full.

4. PURCHASE PRICES

DKB 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 DKB. 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 DKB, such as returns or warranty claims, etc. No deductions may be made without consultation with DKB.

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

DKB 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, DKB 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 DKB has not concluded a different provision with the customer in writing apart from this GCSD.

7.1 WARRANTY

DKB guarantees the customer defect-free products under the meaning of Art. 197 OR. DKB shall be liable for the features of the product specified in connection with the order only if DKB 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 DKB 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 DKB website at: www.dkbrands.com or can be requested by telephone from DKB at any time.

Warranty claims must be submitted by the customer in writing to DKB immediately after their discovery, enclosing the warranty card or sales receipt and expire after the warranty period communicated in writing by DKB after delivery to the customer.

In the event of a warranty claim from the customer, DKB 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 DKB service centre in Switzerland (see www.dkbrands.com) and must also pay the associated costs. Returns from the DKB 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.

DKB 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 DKB from the fulfilment of the contract with the customer.

10. DUTY TO INFORM

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

11. PUBLISHING OF DOCUMENTS

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

12. ADVERTISING FEES

The following provision applies exclusively to the business relations of DKB 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 DKB, with the sales management of DKB beforehand and he/she must also ensure that the product's current design templates (corporate design / identity) correspond to the product brand. DKB 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 DKB 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 DKB 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.