

TERMS AND CONDITIONS OF SALE AND SUPPLY

Frauenfeld — 01.09.2020

1. General	Our offers and deliveries shall be governed by the following terms and conditions, unless agreements to the contrary have been expressly acknowledged by us in writing.
2a. Measurements and images	All measurements, images and other information in our sales documents are non-binding and may be changed at any time without prior notice. Changes in construction and models remain reserved, as adaptations caused by further developments and new developments are unavoidable.
2b. Concept plans	The concept plans made available by Sky-Frame AG are merely planning aids and do not claim to be correct or complete. In particular, these concept plans do not exempt the user from the need to carefully review the accuracy of these plans, particularly in relation to the measurements and all other relevant factors of the specific project. Sky-Frame AG disclaims liability of any kind in connection with the use of these concept plans by the contractual partner or third parties.
3. Offers	Price inquiries shall be submitted in writing, by fax or confirmed email with the corresponding discount and payment terms. Our offers are non-binding and subject to change without notice. The discounts contained in the contract of sale do not apply to reduced orders or follow-on orders. Permanent distribution partners do not request individual offers, but work on the basis of the current calculation model and the annually agreed supplementary terms and conditions.
4. Delivery obligations	The order shall be processed in accordance with our written order confirmation. Costs incurred for changes to the order are invoiced in full.
5. Prices	The prices in the current calculation model are non-binding recommended prices for resellers. The prices are exclusive of VAT. Changes in prices and terms may only be made subject to 90 days' prior notice.
6. Delivery periods	The delivery date for the relevant order is specified in the order confirmation. A failure to meet this delivery date without fault shall not entitle the ordering party to cancel the order or assert claims for damages. Orders are invoiced and delivered according to the agreed provision date.

7. Delivery and damage in transit

Our products are sold ex works Frauenfeld, Switzerland (Ex Works, Incoterms 2010, packaged). Export orders are sold FCA Frauenfeld, Switzerland (Free Carrier, Incoterms 2010, prepared for export, packaged). If a different delivery method is agreed, the corresponding provision according to Incoterms 2000 shall apply. We will organise shipment of the goods for a fixed freight charge per delivery.

It is not possible for the distribution partner to collect the goods itself (organisation and delegation of the collection of goods). Special packaging requests are charged separately. Upon request, a delivery organised by Sky-Frame AG may, for a charge, be insured for a maximum amount of CHF 100,000.00 until it is unloaded from the transport vehicle.

8. Reservation of title

The goods shall remain our property until they are paid for in full.

By signing the order and thereby acknowledging these General Terms and Conditions of Supply, the purchaser authorises us to enter such a reservation of title in the corresponding register if necessary according to the regulations of the country of destination.

9. Payment terms

Except as otherwise specially agreed, prepayment shall be made when ordering. The payment period for distribution partners shall be 30 days net from the invoice date, unless otherwise agreed (the key date is the date of receipt of payment). In the event of a delay in payment, the purchaser may be charged late interest of 7% from the due date. The right to claim further damages remains reserved.

10. Information and instruction obligations

To meet the information and instruction obligations, the following documents are available to the builders, architects, planners and consultancies:

- Internet webpage www.sky-frame.ch, download sections
- Catalogues, brochures
- Guide for planning and installation and for maintenance
- Factory-level advice and training

Prior to planning or installation, please make sure that your documents are up to date. Check your documents against the creation date of the documents on the internet or inquire with the factory.

With regard to the choice of products as well as installation, operation and maintenance:

- architects, planners and consultancies are required to request all necessary product information from us and to comply with it;
- builders are required to comply with all product information, and, in particular, to request maintenance instructions from us and forward them to the customer and users.
- architects, planners and builders are required to examine the product-related as well as the statutory requirements.

11. Handling of customer data based on data protection laws

Storage and processing of personal data:

Customer data may only be stored, processed and used if it is

permitted or prescribed by law or if the customer / sales partner has clearly consented to it.

Appropriateness and purpose:

limitation: The collected data must therefore also be suitable for the fulfillment of the purpose (e.g. serve for the conclusion of a contract).

Passing on of customer data:

Customer data may only be passed on if the customer / sales partner has consented to it, the data is publicly accessible or the legitimate interests of the company (Sky-Frame) demonstrably outweigh those of the customer.

12. CE marking and product safety law

The European Construction Products Regulation No. 305/2011 has been in force since 01.07.2013. It replaces the Construction Products Directive 89/106/EEC which applied previously. The European Construction Products Regulation applies to the whole of the EU. The distribution of all windows, i.e. including the Sky-Frame windows, is governed by the harmonised European product standard EN 14351-1. The distribution partner may not implement any changes to the Sky-Frame window system without the written permission of the system provider (Sky-Frame AG). It is also obligated to instruct the user on the handling of the window, inform him/her of dangers and risks, and provide a user guide containing the CE marking. The system provider (Sky-Frame AG) shall make available the user guide, the results of the initial type test, and the system-factory production control, and shall assist the distribution partner in preparing the declaration of performance.

13. Complaints

All products delivered by us must be checked immediately upon receipt. Any complaints must be made within 5 days after receipt of the delivery or immediately upon installation. For defects acknowledged by us, we shall, at our discretion, either provide replacement or remediation. Any further damages claim, as well as the right of the ordering party to cancel the contract, are hereby excluded. The ordering party shall not be entitled because of any defects to hold back the full purchase price pending their remediation.

14. Warranty

Defective materials will be replaced by us provided a corresponding notice of defect has been submitted to us in writing within 2 years after invoicing. We shall not be responsible for consequential damages and inconvenience attributable to the improper handling, installation or alteration of the goods.

15. Place of performance and jurisdiction

The place of performance for all claims arising from the business relationship shall be at our company's headquarters in Frauenfeld, Switzerland. Unless otherwise agreed in writing, the courts at the place of the headquarters of Sky-Frame shall have

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exclusive jurisdiction to adjudicate any disputes. Swiss
substantive law shall apply, excluding its conflict of laws rules.
