

# General Terms and Conditions of Schenker Storen AG

## 1. General

**1.1.** These General Terms and Conditions ("GTC") shall govern contractual relations between the Customer ("Customer") and Schenker Storen AG ("Schenker Storen") in relation to the products or works manufactured or altered for the Customer on the basis of an individual offer, as well as the performance of construction, assembly, repair and maintenance work ("Products and Services"). The GTC shall apply in respect of all Products and Services, unless specified otherwise under contract or unless provided otherwise below. The "All Risk Protection" service is governed by separate contractual terms and conditions (ARP).

**1.2.** The GTC shall constitute an integral part of the individual contract and shall be deemed to have been acknowledged in their entirety by the Customer in submitting its offer or declaration of acceptance ("Order"). Any general terms and conditions of the Customer shall only be valid if accepted in writing by Schenker Storen in the specific individual circumstances prior to conclusion of the contract (cf. clause 5.1.). In addition, the planning and operating instructions and technical data sheets of Schenker Storen shall also apply. The documents may be downloaded at [www.storen.ch](http://www.storen.ch) and shall be provided to the Customer upon request.

**1.3.** Unless specified otherwise within specific contractual terms and conditions or in these GTC, the technical requirements applicable to sun and weather protection systems shall be those set forth in standard SIA 342, as amended from time to time. Standard SIA 118/342:2009 shall thus constitute an integral part of the contract, insofar as reference is made below to any individual stipulations within this standard. The technical terms used within contractual documentation shall have the definitions specified in the technical data sheets of Schenker Storen.

**1.4.** Schenker Storen shall be entitled to involve third parties in order to manufacture products and to provide services. Should the Customer request that a specific sub-contractor or sub-supplier be involved, the warranty shall be determined in accordance with clause 11.4.

## 2. Offer

**2.1.** Any representations of the Products and Services of Schenker Storen within catalogues or online shall be non-binding.

**2.2.** Any order placed for Products and Services shall be binding for the Customer. An order may no longer be altered unilaterally by the Customer following receipt.

**2.3.** If Schenker Storen submits an offer to the Customer, it shall be binding for Schenker Storen for a period of 90 days, unless any other period is specified within tender documents or the offer.

## 3. Technical requirements and order specifications

**3.1.** The contractual documents referred to in clause 5.1. or the work carried out by Schenker Storen shall be based on the information concerning the construction project or the existing buildings (e.g. location, new build/renovation, occupied/unoccupied, particular environmental conditions, arrangements for pedestrian and vehicular access, transport and storage options on the building site, installation on the building site, scaffolding, schedule) as well as the specifications, which must be provided by the

Customer according to standard SIA 118/342:2009 (clause 1.1.2 and clause 1.1.3). In particular the system type, the number and size of systems, the material, the requirement classes according to standard SIA 342, the break-in resistance requirements, the type of installation, the assembly base, the type of attachment, the surface treatment including shade, the (motor) drive type, controllers and execution according to the Customer plan or installation dimensions must be stated. The Customer is obliged as a general matter to inform Schenker Storen concerning the local circumstances along with any particular features and any resulting implications for the Products and Services and to ensure that the building site is suitably organised. Should the Customer or its auxiliary agents or representatives (hereafter collectively, the "Customer") fail to comply with these requirements, Schenker Storen shall not bear liability for any resulting delay, additional costs or resulting losses.

**3.2.** The information contained in documents and plans, in particular information relating to dimensions, characteristics and weights along with any references to standards, are provided solely for information purposes and shall not imply any warranty as to quality or durability. Such information shall only be binding if expressly so warranted in the contractual documents according to clause 5.1.

**3.3.** Unless agreed otherwise, the Customer shall be responsible for examining the suitability of the Products or the linkage between individual Products with regard to the intended usage. Clause 12.3 shall be applicable.

**3.4.** The Customer confirms the dimensions recorded, the colour agreed to along with any other specifications and execution variants, and shall be responsible for compliance with any such aspects falling within its control. The Customer shall be responsible for any delays or additional costs arising as a result of non-compliance for which Schenker Storen is not at fault.

**3.5.** Non-included Services: plastering work, padding of hollow spaces and sealing of joints and attachments.

## 4. Product and colour selection

**4.1.** The Customer may select from the Schenker Storen product range at the time of the order. The available colours for aluminium products are those stated in the colour chart at the time of the order, and for textile products are those stated in the current Schenker Storen collection. Should the Customer select a colour designated by Schenker Storen as a "special colour", this shall result in additional costs for each order (inter alia surcharge per Product per colour and surcharge for small batches) in addition to extended delivery deadlines (cf. clause 8.3. to clause 8.5.).

**4.2.** Schenker Storen reserves the right to alter its Product and colour range. The availability of specific individual Products or colours is not guaranteed for subsequent supplies or repairs.

## 5. Conclusion of a contract and scope of Services

**5.1.** A contract shall be concluded between Schenker Storen and the Customer either by the verbal or written acceptance by the Customer within the applicable time limit of an offer that is binding for Schenker Storen, upon the issue of a

verbal or written order confirmation by Schenker Storen or upon the signature of a contract by both parties.

**5.2.** The content and scope of the Services shall be conclusively specified in the contractual documents referred to in clause 5.1., including any annexes. If Schenker Storen provides any assurances under the specific individual circumstances, these shall be expressly stated and designated as such in these documents.

**5.3.** Schenker Storen shall be entitled, also after conclusion of the contract, to make changes to Products and Services ordered (e.g. to replace individual materials with others) with justified cause (e.g. in the event of difficulties in material procurement, official restrictions or the further development of Products), provided that the changes are reasonable for the Customer and this does not result in any objective impairment of colour, form or functionality.

## 6. Prices

**6.1.** The price for the Products and Services shall be the price specified in the contractual documents according to clause 5.1. or, if no price is specified therein, the price valid upon conclusion of the contract according to clause 5.1., in addition to any value added tax or any other tax owed according to law. Any alterations to or newly introduced taxes shall be applied and from the time they take effect levied against the Customer.

**6.2.** Unless specified otherwise, measurements and checks on the building, the creation of the electrical circuit diagram, technical advice, primer coating or the impregnation of building parts made from wood, assembly (including bore holes for (motor) drives and couplings with window frames made from wood, plastic, wood-metal and wood-plastic), functionality checks and the setting of control parameters are included within the price (only applies to Schenker Storen controllers). The price is based on the assumption that a maximum of only two work processes will be necessary in order to carry out the above-mentioned work. All other services, including in particular those specified in section 2.3 of standard SIA 118/342:2009 (e.g. creation of all cavities, cut-outs, recesses and boxes for the support channels, rollers, gearbox components and drive shafts, cutting work and break-throughs in masonry, concrete, artificial stone and metal constructions, bore holes through window frames made from metal, attachment clips for fittings in façades with plastered heat insulation, brackets and restrainer holds for window shutters, cutting the threads in and welding onto third-party constructions as well as connection with threaded rivets, electrical supply and connection lines, fuses, flush-mounted boxes, sockets etc., any scaffolding necessary for assembly work according to Suva requirements, sound attenuation measures for the substructure etc.) shall be provided by the Customer. If any such work is carried out by Schenker Storen, the material and work shall be remunerated in addition at cost (time and materials basis), unless they have already been taken into account within the contractual documents according to clause 5.1.

**6.3.** Any additional costs arising in relation to re-modelling and renovation (e.g. dismantling of existing sun and weather protection systems, disposal of material, covering and cleaning of areas) shall be remunerated in addition by the Customer (time

and materials basis) unless they have already been taken into account within the contractual documents according to clause 5.1.

**6.4.** If a lump-sum price has been agreed to in accordance with clauses 6.2. and 6.3. in relation to any Services that are to be provided by Schenker Storen or if any individual or all Services have been carried out by a third party or by the Customer itself without the approval of Schenker Storen, the lump sum price shall not be reduced.

**6.5.** Unless specified otherwise in the maintenance agreement, the repair and maintenance work that is to be carried out by Schenker Storen shall be billed in addition at cost (by the hour), whilst the material used shall be remunerated in addition.

**6.6.** Work that is charged by the hour (time and materials basis) shall be billed at the applicable hourly rates of Schenker Storen, unless agreed otherwise. It shall be billed on the basis of reports transmitted to the Customer.

**6.7.** If delivery, handover or performance is to occur four months or more after the conclusion of the contract, Schenker Storen shall be entitled to make reasonable price adjustments based on documented changes in the salary, material or distribution costs as well as due to currency fluctuations.

## 7. Additional costs

Any circumstances for which the Customer or a third party whose actions are imputable to it is at fault that result in any unforeseeable additional cost shall be remunerated in addition. These shall include e.g. changes to the nature or extent of the supply, changes in circumstances (e.g. to the assembly base), the failure to comply with agreed dimensions or tolerance requirements, waiting times or additional work processes, in particular as a result of the inadequate organisation of the building site, and in the event that any documents or information provided should be incomplete or inconsistent with the actual circumstances. The foregoing shall also apply in relation to lump-sum prices.

## 8. Delivery and performance deadlines, handover deadline

**8.1.** The delivery deadline shall apply exclusively to the manufacture and delivery of the Products. Additional time should be calculated for assembly work, as the handover date of the assembled Product is different from the delivery date. A performance deadline shall be agreed to for repair and maintenance work. The delivery and performance deadlines specified by Schenker Storen and any handover deadlines shall be non-binding. Any delay in the delivery of the Products or the performance of assembly work (handover) or in repair or maintenance work shall not entitle the Customer to withdraw from the contract, even in the event that binding periods and deadlines have been agreed to. The applicability of Article 366 of the Swiss Code of Obligations and any liquidated damages is expressly waived.

**8.2.** If the delivery period has been expressly agreed to as binding, it shall commence upon conclusion of the contract in accordance with clause 5.1. after clarification of the technical and colour specifications and after the Customer has carried out the preparatory work incumbent upon it (cf. e.g. clause 3.1. and clause 3.4.) and has made the advance payment due (cf. clause 13.2.). The

delivery deadline shall be deemed to have been complied with if delivery has occurred prior to its expiry. Partial deliveries along with corresponding partial acceptance shall be permitted where the relevant parts are already individually usable. In such cases, the part delivered shall be treated as a self-standing Product for the purposes of the duty to inspect and to report any defects, as well as for the purposes of rights in relation to defects and limitation periods.

**8.3.** The delivery deadline shall be extended by a reasonable period if:

- the Customer chooses special colours;
- Schenker Storen does not receive the information necessary for contractual performance in good time or the Customer makes any changes;
- the Customer is late in carrying out the work falling to it or fails to comply with its contractual duties or its payment obligations; or
- there are difficulties in procuring material or impediments arise for which Schenker Storen is not at fault, irrespective of whether these impediments affect Schenker Storen or a third party (including a sub-supplier).

**8.4.** If a binding handover date has been agreed to, the delivery period shall commence in accordance with clause 8.2. and the handover deadline shall be extended accordingly under the circumstances referred to in clause 8.3.

**8.5.** An agreement concerning a binding performance deadline may only be concluded if the extent of the repair and maintenance work has been established. Clause 8.3. shall apply mutatis mutandis to performance deadlines.

## 9. Transport and access to the property

**9.1.** Delivery in Switzerland shall occur at the cost of Schenker Storen to the building site or valley station. Delivery from the valley station to the building site shall occur at the cost of the Customer. Deliveries abroad shall be made ex works at the cost of the Customer (Incoterms EXW). All incidental costs, aside from standard industry packaging, such as e.g. for customs duties, taxes, charges, licences and the disposal of old products, shall be borne by the Customer. Packaging shall be charged to the Customer in the event of shipment by rail, ship or air.

**9.2.** Vehicular access (including lorries and sky-worker equipment) and pedestrian access to the property on which assembly work or repair and maintenance work is to be carried out, the use of a crane or goods lift free of charge and [the provision of] scaffolding and hydraulic lifts shall be ensured by the Customer at its cost according to clause 2.3 of standard SIA 118/342:2009. A lockable room must be made available free of charge for the temporary storage of materials delivered. On major construction sites, standing room for containers must be made available in the vicinity of the property on which work is to be carried out.

## 10. Transfer of risk and reporting defects

**10.1.** Benefit and risk in relation to finished Products involving assembly work shall transfer to the Customer upon the signature and handover of an assembly report by Schenker Storen or upon the joint signature of an acceptance report. Benefit and risk in relation to finished products not involving assembly work that are delivered in Switzerland shall pass to the Customer upon the signature and presentation of the delivery note by Schenker

Storen. The Product shall thereby be deemed to have been delivered to the Customer and accepted. Acceptance and the transfer of benefit and risk shall also be deemed to have occurred without the signature and presentation of the assembly report, the acceptance report or the delivery note if the Product is used or processed by the Customer or unless a report to the contrary is received from the Customer within no more than 5 working days of transmission of the final bill. Acceptance and the transfer of benefit and risk shall also be deemed to have occurred if the assembled Product cannot be placed into service due to reasons for which Schenker Storen is not at fault. The period for notification of defects and the limitation period shall start to run upon acceptance.

**10.2.** Benefit and risk in relation to Products that are delivered abroad shall transfer to the Customer at the time the Product is handed over to the shipping agent. The Product shall thereby be deemed to have been delivered to the Customer and accepted.

**10.3.** If any defects are discovered within the Product by the Customer during the two-year period for notification of defects, it shall be obliged to report the defects in detail to Schenker Storen in writing without undue delay after their discovery, providing details. If the Customer or its representative identifies any defect upon delivery or acceptance in accordance with clause 10.1. and clause 10.2. or at a later stage, it shall be obliged to report the defects in detail to Schenker Storen in writing, failing which the Product shall be deemed to have been accepted as regards this defect, and liability under clause 11. shall lapse.

**10.4.** If the Customer discovers any latent or concealed defects after expiry of the two-year period for notification of defects but prior to expiry of the limitation period, the defect shall be reported in detail to Schenker Storen in writing without undue delay, failing which the Product shall be deemed to have been accepted as regards this defect, and liability under clause 11. shall lapse.

**10.5.** If delivery or acceptance occurs at a later date due to reasons for which the Customer is at fault, risk shall transfer to the Customer on the deadline originally agreed to for delivery or acceptance. The Products shall be stored at the cost of the Customer from this point onwards.

**10.6.** In the event of repair or maintenance work, the Customer shall bear the risk associated with the damage or loss of the Product that is to be processed or any part thereof for the duration of the performance of work, even if it occurs at the facilities of Schenker Storen or during any necessary transportation or storage. Insurance against losses of any type whatsoever shall be a matter for the Customer.

**10.7.** If the processed Product, any part thereof, or any replacement parts or components installed should be defective, clause 10.3. and clause 10.4. shall apply mutatis mutandis in relation to repair and maintenance work, including on the Product or any replacement parts or components.

**10.8.** In the event of any maintenance work consisting exclusively of a visual inspection, testing of functionality and/or adjustment of settings, the Customer shall be obliged to inspect the work for defects within 10 working days of receipt of the

service report or – if no service report is issued – of the date of the invoice. The work shall be deemed to have been approved in the event that the Customer fails to report any defects. If any latent or concealed defects are discovered at a later stage, but still prior to expiry of the limitation period, they shall be reported to Schenker Storen in writing without undue delay after their discovery, failing which the work shall be deemed to have been accepted also as regards these defects.

## 11. Warranty and liability

**11.1.** In the event that any defect covered by the warranty arises in relation to Products (with or without assembly work) according to clause 10.1. and clause 10.2., repair and maintenance work according to clause 10.7. or maintenance work according to clause 10.8. during the statutory limitation period, the Customer shall be entitled to rectification, the manufacture of a new defect-free Product or a reasonable reduction in the price, provided that it has been defect-free in good time according to clause 10.3. and clause 10.4. or clause 10.7. and clause 10.8. There shall be no entitlement to the manufacture of a new defect-free Product under the circumstances provided for in clause 10.7. and clause 10.8. Schenker Storen shall be entitled to choose between the different solutions for rectifying defects at its absolute discretion, taking account of the Service provided. Should Schenker Storen choose reworking and should this be unsuccessful, the Customer shall be entitled to insist upon reworking or to exercise another right available to it in relation to the rectification of defects (e.g. production of a new defect-free with or without assembly in accordance with the original agreement or a reasonable reduction in the price). The manufacture of a new Product and reworking may only be claimed by the Customer if this would not give rise to disproportionate cost, having regard to its interest in the rectification of the defect. Any parts replaced shall become the property of Schenker Storen, unless it expressly waives its right of ownership.

**11.2.** Following expiry of the warranty period according to clause 10.3., clause 10.4., clause 10.7. and clause 10.8., the Customer shall retain its rights relating to any defects previously reported along with those relating to latent or concealed defects, subject to the statutory limitation period.

**11.3.** The costs of the removal or dismantling of the defective Product or reinstallation shall be borne by Schenker Storen. Clause 9.2. shall apply as regards the guarantee of vehicular and pedestrian access to the property by the Customer. In the event that any entirely new Product is produced by Schenker Storen or that any Product is replaced, or that any parts and components in a Product are exchanged, a new two-year warranty period and a new limitation period shall start to run in respect of the newly produced or exchanged Product or the relevant parts and components exchanged.

**11.4.** Schenker Storen shall provide a warranty in respect of supplies made by sub-suppliers specified by the Customer solely to the extent of the warranty obligations of the sub-supplier concerned. Should the Customer request Schenker Storen to source from a specific sub-supplier, the Customer shall bear the consequences in the event that the sub-supplier carries out inadequate work, provided that Schenker Storen demonstrates that it correctly appointed and properly supervised the sub-supplier.

**11.5.** Should any consequential losses arise in relation to a defect, the Customer shall be entitled to claim damages in addition to its rights under warranty according to clause 11.1. The same shall apply should any damage be caused to any other property of the Customer during assembly. Schenker Storen shall not incur any liability for minor or average negligence. The disclaimer shall also apply in relation to any losses caused wilfully or through gross negligence by auxiliary agents involved.

**11.6.** The Customer shall be obliged to adhere to the operating and maintenance instructions of Schenker Storen and to comply with VSR data sheets concerning the operation and maintenance of sun and weather protection systems. The warranty and liability shall not apply to any losses that have not demonstrably arisen as a result of inadequate material, defective construction or deficient workmanship, e.g. as a result of natural wear and tear, improper maintenance, dampness, overheating, storms or hail, operation when frozen, minor abrasions, bleaching of special colours, the failure to comply with operating and maintenance instructions or excessive loading. It shall also not apply in relation to any losses attributable to a description of the goods or specifications of the Customer or that arose as a result of drawings or drafts prepared by it (cf. also clause 3.1., clause 3.3. and clause 3.4.). The disclaimer shall also apply in relation to all damage or consequential losses affecting systems that arise as a result of products delivered by the Customer or as a consequence of third party repairs, and also in the event that the Customer fails to take appropriate action to mitigate losses without undue delay.

**11.7.** A defect covered by the warranty shall not be deemed to apply in relation to awnings in the event that, notwithstanding appropriate processing, hinge folds arise within individual designs that have the appearance of strips when viewed through the textile or for technically unavoidable blending creases within textiles. A defect covered by the warranty shall not be deemed to apply in relation to colour-coated parts in the event of minor deviations to the colour and lustre between individual deliveries.

**11.8.** Any express reservations made by the staff of Schenker Storen in relation to directions, instructions or measures of the Customer or in relation to actual circumstances shall be stated in writing and shall be treated as a warning by Schenker Storen, as a result of which it shall be released from any warranty obligation or liability. The instructions of Schenker Storen shall be complied with in relation to assembly (in particular for electrical systems and central blind controllers). Electrical systems and central blind controllers may only be placed into operation in the presence of a Schenker Storen specialist.

**11.9.** Unless agreed otherwise, the professional and careful installation and fixing of connectors and couplings for electrical systems and central blind controllers shall fall under the responsibility of the electrical installer commissioned by the Customer. The same shall also apply as regards the establishment of the location for control sensors, which shall be a matter for the relevant specialist staff instructed by the Customer. The Customer shall also be obliged to inform Schenker Storen concerning the location of any piping in order to ensure that no damage is caused as a result of cutting or other work.

## 12. Further liability

**12.1.** The Customer shall not have any entitlement to bring any claims other than those expressly specified in these GTC, irrespective of their basis in law, including in particular any claims for damages, a reduction in the price or the rescission of or withdrawal from the Contract that are not expressly specified. The Customer shall not under any circumstances have any claims to compensation for losses, other than those specified in these GTC, that are not caused to the Product itself (consequential losses), such as damage to immovable property, production stoppages, loss of usage, lost profit or any other direct or indirect losses. Any liability of Schenker Storen arising out of or in relation to the Contract or improper performance thereunder shall be limited to the total price paid by the Customer for the Service provided. This disclaimer and limitation of liability shall not apply in situations involving gross negligence or unlawful intent on the part of Schenker Storen, although shall also these apply in the event of any unlawful intent or gross negligence on the part of auxiliary agents. In addition, the disclaimer and limitation of liability shall not apply if required otherwise by law.

**12.2.** Product liability law shall apply in relation to personal injury or damage to property arising as a result of a defective product manufactured by Schenker Storen. Unless required otherwise by law, no further liability shall be incurred (in particular in relation to any breach of product safety requirements).

**12.3.** Any technical advice, specifications or information relating to options for applying or processing the Products supplied by Schenker Storen is provided to the best of its knowledge, although shall be non-binding and shall not result in any liability, save in situations involving wilful intent or gross negligence.

**12.4.** Should any personal injury or damage to property arise as a result of any acts or omissions by the Customer and any claims are made against Schenker Storen on this basis, Schenker Storen shall have a right of recourse against the Customer.

## 13. Payment terms

**13.1.** The amount invoiced for repair or maintenance work shall be payable within 30 days (net) of the date of the invoice.

**13.2.** Unless agreed otherwise, 60% of the amount invoiced in relation to the supply of Products (with or without assembly work) shall be payable within 30 days of the date on which the contract was concluded and 40% of the amount invoiced shall be paid within 30 days of the date of the final invoice.

**13.3.** Should the Customer fail to comply with the agreed payment terms, it shall be deemed to be in default without any requirement for a reminder and shall pay default interest of 5% per annum with effect from the 31st day after the due date or the invoice date. The Customer shall be charged CHF 25.00 for reminders. The foregoing shall be without prejudice to the right to claim further damages. The Customer shall bear liability for accident without fault.

**13.4.** The Customer acknowledges that Schenker Storen may pass on to credit agencies its particulars and details concerning the amount due in the event that it fails to pay any invoice without justified

cause. Any failure to pay shall be deemed not to have justified cause in the event that Schenker Storen provided its Services as required under contract and the Customer has failed to pay notwithstanding three written reminders and Schenker Storen has instructed a collection firm to enforce the debt, or is required to enforce the claim through debt enforcement procedures or court action.

**13.5.** Payment deadlines shall be complied with even in the event that the delivery or acceptance of the Products or any assembly work is delayed or rendered impossible due to reasons for which Schenker Storen is not at fault, if only negligible parts of the supplies are lacking or if any subsequent work that proves to be necessary does not prevent the Products from being used.

**13.6.** If the advance payment provided for under clause 13.2. is not made as required under contract, Schenker Storen shall be entitled to insist upon performance with the contract or to withdraw from the contract, and in any event to claim damages, including compensation for loss of profit.

**13.7.** If the Customer is late in the payment of an instalment, Schenker Storen may suspend further performance with the contract and retain any supplies that are ready for dispatch until payment has been made, without prejudice to any other claims. If payment is not made also within a grace period set by Schenker Storen, Schenker Storen may withdraw from the contract and claim damages, including compensation for loss of profit.

#### **14. Termination of the Contract by Schenker Storen**

The Contract shall be adjusted accordingly in the event of any unforeseen circumstances for which Schenker Storen is not at fault that significantly alter the economic significance or content of supplies or that significantly affect contractual performance by Schenker Storen, or should delivery subsequently prove to be impossible either in its entirety or in part. Schenker Storen shall have the right to terminate the Contract in the event that this would not be financially reasonable. Schenker Storen shall also be entitled to terminate the Contract in the event that the Customer declines to approve any additional costs (cf. clause 7.) or in the event that clause 13.6. or clause 13.7. is applicable. Should Schenker Storen intend to terminate the Contract it shall inform the Customer without undue delay. In the event of contractual termination, Schenker Storen shall be entitled to remuneration in respect of any Services already provided, insofar as these that can be used by the Customer. The Customer shall not be entitled to claim damages.

#### **15. Concluding provisions**

**15.1.** Should any term or terms of these GTC prove to be invalid, a lawful term that achieves or comes as close as possible to the intended purpose shall be deemed to have been agreed to. The other terms of the GTC shall remain valid.

**15.2.** Schenker Storen shall be entitled to transfer the contractual relationship in its entirety along with all rights and duties to a third party or to assign individual rights or claims arising therefrom, provided that this does not entail any reduction in guarantees for the Customer. The rights and claims available to the Customer under this Contract may not be assigned and the Contract may

not be transferred without the prior written approval of Schenker Storen.

**15.3.** The legal relationship between the Customer and Schenker Storen shall be governed by Swiss law; the UN Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law on the conflict of laws shall not be applicable. Jurisdiction shall lie at the registered office of Schenker Storen, although Schenker Storen expressly reserves the right to enforce its claims also at the registered office or place of residence of the Customer or before any other competent court. The foregoing shall be without prejudice to any mandatory jurisdiction, including in particular under consumer protection law.

**15.4.** These GTC shall come into force on 11 February 2021. They shall replace all GTC of Schenker Storen applicable prior to this date and shall govern all contracts concluded after this date.

#### **16. Leaflets that must be complied with**

The VSR data sheets and ITRS guidelines that must be complied with may be downloaded from [www.storen-vsr.ch](http://www.storen-vsr.ch)

The control guidelines that must be complied with may be downloaded from [www.schenkerstoren.com/en/control-guidelines](http://www.schenkerstoren.com/en/control-guidelines)

## How to ensure a long service life for your blinds

In order to ensure that your Schenker blinds provide protection against the sun, wind and weather for the longest possible time, some basic principles must be adhered to. This is because storms and wind, snow, ice, hail or freezing fog can reduce their functionality at low temperatures, or could even lead to damage. Blinds, roller blinds and folding roller blinds must not be operated in the event of snowy or icy conditions.

Slat blinds should always be mounted immediately in front of the window, wherever possible between the soffits, in order to keep the effects of the wind as low as possible. In the event of use on buildings or tower blocks that are highly exposed to the wind, it is recommended that maximum sizes are reduced, depending upon the circumstances. Fabric blinds must be retracted at wind speeds of 30/35 km/h or above.

Sun shading systems must be retracted in good time in stormy weather. The usage of an electronic controller with sensors for wind and, in particular, damp and frost is recommended for freely suspended, motorised blinds. These will block the use of the blind system when necessary. However, even an automatic frost protection system cannot provide absolute protection in situations involving residual damp, condensate or sudden heavy snow falls. We offer no warranty for damage or consequential losses of any kind to blind systems occurring due to controllers supplied by the builder.

It is imperative the control guidelines for motors are observed. [www.schenkerstoren.com/en/control-guidelines](http://www.schenkerstoren.com/en/control-guidelines)

The operation of the blind system requires special fingertip sensitivity at temperatures below freezing. In icy conditions, the slats, end rails or lifting equipment can become frozen stiff. Careless operation will almost certainly result in damage. When operating manually, or if the motorised system has no frost-activated controller, please ensure in particular that the system is free of ice and snow in the event of the above-mentioned weather conditions.

## Information regarding the operation of sun shading systems (service requirement category according to SIA 342)

- Sufficient space must be ensured for the articulated crank drive in sills, pillars and intermediate walls. Skylight openers and turning/tilting fittings must be placed on the opposite side to the drive. Do not mount any reinforced steel in the break-through area.
- Guide rail attachment options must be provided by the builder in the event of external insulation.
- Power-coated parts must not be covered with adhesive tape.
- It is advisable only to instal blind systems after plastering and painting work has been completed.
- Where necessary, scaffolding corresponding to Suva and building inspectorate regulations must be erected by the builder (including in the event of any warranty and maintenance work).

- Minor noises from the electric motors, running noises or noises due to the wind are caused by the technology used, and are not covered by the warranty.
- Rolling and bending creases are unavoidable for technical reasons in relation to fabric blinds, and do not constitute grounds for complaint.
- Wherever necessary, cleaning and maintenance of the systems must be carried out according to the manufacturer's guidelines.
- It is absolutely essential to clean leaves, pine needles, dust and dirt away from guide rails regularly in order to ensure the proper operation of the system.
- The user must immediately take all appropriate action to minimise any consequential loss occurring as a result of faulty operation. The owner is liable for any consequential losses resulting from faulty operation. If necessary, the supplier of the sun shading and weather protection system must be informed without undue delay.

Schönenwerd, 11 February 2021