

**INFORMATION / T&C'S**

# INFORMATIONS

DATE 01.01.2016

## Material Properties

### Metallization Process:

The surfaces of the frame of the Slate Table Black and the Slate Table Copper Special Edition are finished using a galvanization process. This refinement is conducted with the utmost care and technical expertise. The base material underneath (steel) can exhibit slight texturing or dimpling. In rare cases, these phenomena can be visible despite perfectly executed galvanization. These surface textures do not reflect any sort of quality defect or material error.

### Marble:

Marble is a natural stone product and has a very porous structure. As such it is important to avoid directly contacting the material with oil-based substances and food products, including acids found in fruits and vegetables. Please note that, as a result of the natural process of its creation, the marble can exhibit variances in color and grain; these phenomena do not constitute a defect or right to return the product, as we have no influence on the appearance of the material. This also applies to variances in the material regarding pattern samples and product photographs. If you wish to select the marble yourself, you are welcome to set up an appointment with us at any time.

### Slate:

Slate is a natural stone product and its micro-surface is porous. As such, it is important to avoid directly contacting the material with oil-based substances and food products, including acids found in fruits and vegetables. Please note that, as a result of the natural process of its creation, the slate can exhibit variances in color and grain; these phenomena do not constitute a defect or right to return the product, as we have no influence on the appearance of the material. This also applies to variances in the material regarding pattern samples and product photographs. Please also note that in the process of manufacturing the slate plates, small splinters can appear on the edges of the material (friation). This results from cavities and salt deposits in the structure of slate. These properties are a natural part of slate as a material. If you wish to select the slate yourself, you are welcome to set up an appointment with us at any time.

### Wood:

Wood is a natural material and can exhibit variances in comparison with patterns samples and product photographs online. Our wood products are intended solely for dry, interior areas; as such, their use in outdoor spaces as well as damp or wet rooms is discouraged. If you have a special request regarding the kind of wood or the appropriate location for its use, we would be happy to advise you.

### Glass:

Our glass is hand-blown and refined by fine craftsmanship. Due to the traditional manufacturing process, small air bubbles or slight irregularities can arise. These are marks of quality that distinguish the product as as one-of-a-kind and are natural parts of the handcrafted manufacturing process.

## Shipping and Handling

### Domestic Shipping Costs (Switzerland):

The shipping cost of an order is 6% of the total value of the purchase. With overweight or large furniture pieces, additional costs may be incurred if an auxiliary party must be engaged.

### Domestic Handling (Switzerland):

We ship our products solely with Swiss Postal Service A-Post. The following graduated prices will be billed for shipping with the postal service:

Up to 2 kg	CHF.	15,-
Up to 3 kg	CHF.	17,-
Up to 6 kg	CHF.	20,-
Up to 11 kg	CHF.	25,-
Up to 20 kg	CHF.	32,-

If the client wishes, glass objects can be shipped with an additional "fragile" service. This costs a flat rate of 7.50 CHF and ensures that the shipping agent will be handled with special care, and moreover, is insured if damages arise.

### International Handling:

The shipping costs for international deliveries cannot be determined in advance, as prices and lead times vary greatly by country. Incidental shipping costs are indicated on the bill. International shipments incur customs fees and sales tax fees. These are not included in the shipping costs and must be paid by the client in their respective recipient country.

## Planning and Design Consulting

### Interior Design Consulting:

This service includes a personal consultation with materials and color samples at your residence. If you have special requirements or desire a custom product, we can use this conversation to determine your precise needs, and execute them in our workshop.

Interior Design Consulting per Hour	CHF	150,-
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### Planning:

If you desire a custom product, we will plan it exactly to your specifications respective to the unique requirements of your living space.

Planning per Hour	CHF	150,-
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### Travel Expenses:

Flat fee for transportation	CHF.	60,-
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Passenger car up to 3.5 T	per Km	CHF.	2,-
Delivery van up to 3.5 T	per Km	CHF.	2,-
Truck over 3.5 T	per Km	CHF.	3,-

# GENERAL TERMS AND CONDITIONS OF SALE (T&C'S)

DATE 01.01.2016

## 1. Scope of Terms and Conditions, Objects of Purchase, and Contract Completion

1.1. The general terms and conditions of Slow Goods GmbH (hereforth "T&C's") are valid for all contracts of purchase between Slow Goods GmbH, Zurich (hereforth "Edition Nikolas Kerl") and any purchaser. The T&C's are applicable to purchases regardless of their form, including but not limited to verbal, email, telephone, fax, postal, or online shop correspondence.

1.2. The substance of these contracts includes the pieces of furniture (including but not limited to tables, lamps, etc.) as well as interior decorations (including but not limited to bowls, vases, etc.) designed by Edition Nikolas Kerl and intended for the client's personal use. The products are available on the Swiss market, but can be shipped internationally if the requirements of the object can be met. The lamps are intended solely for interior use. Edition Nikolas Kerl recommends the installation of products by or under the advisement of a certified specialist. The installation must meet all building code requirements. Due to the diverse materials and constructions of ceilings and walls, Edition Nikolas Kerl does not recommend a specific kind of mounting.

1.3. The sales contract is set in force by Edition Nikolas Kerl when a client's order is confirmed. Edition Nikolas Kerl assumes no responsibility or liability to accept an order. With the placing of an order resp. the completion of a sales contract, the client acknowledges the applicability of these T&C's to the sales contract. The T&C's can be reviewed and printed at [www.nikolaskerl.com](http://www.nikolaskerl.com) and are also available at the Studio & Showroom at Badnerstrasse 808, 8048 Zurich, Switzerland.

## 2. Prices and Shipping Costs

2.1. Prices are published at [www.nikolaskerl.com](http://www.nikolaskerl.com) and are also listed on the product's price tag.

2.2. For clients residing in Switzerland, prices listed in Swiss Francs (CHF) are applicable and include sales tax. Advance recycling fees (ARF) and processing fees are also included in the price. For clients residing in the EU, the prices listed in Euros (EUR) are applicable and do not include sales tax.

2.3. Any customs fees, shipping and delivery costs, and other costs applicable to crossing international borders, including the sales tax of the client's country of residence, are not included in the price and must be paid by the client. Shipping costs are published at [www.nikolaskerl.com](http://www.nikolaskerl.com).

2.4. Edition Nikolas Kerl reserves the right to change prices without prior notice at any time. For clients, the prices published at the time of purchase resp. the prices valid at the time of completion of a sales contract.

## 3. Payment

3.1. The sales price including shipping and any additional costs is to be paid within ten (10) days of the date listed on the bill, and the price including all costs must be paid at the latest before the product is transferred to the shipping agent. Edition Nikolas Kerl reserves the right to require partial payment for custom products.

3.2. If the client exceeds the payment period, the purchase is considered to be in default, and a penal interest rate of 5% of the purchase price per year will be charged without prior notice. For each further notice of default of payment, an additional processing fee of 20 CHF per reminder will be incurred. If the client does not pay after the third notice, Edition Nikolas Kerl reserves the right to entrust debt collection to third parties.

## 4. Terms of Delivery and Assumption of Risk

4.1. Delivery occurs after confirming payment of the sales price including shipping costs. Partial deliveries occur only according to prior arrangement with the client.

4.2. Shipping times typically amount to two (2) weeks for in stock interior decorations and six to eight (6-8) weeks for furniture after receiving payment. Clients are informed of shipping times for custom products upon placing their order.

4.3. Shipping times are nonbinding guidelines. If a shipment should, as an exception, not arrive within the aforementioned times resp. within the period designated by the sales contract, Edition Nikolas Kerl will inform the client by the expected time of delivery. With shipping delays, the client has the right to refuse the delivery and withdraw from the sales contract if the product still cannot be delivered after an appropriate extension of the estimated delivery date. The client has no right to compensation for damages or loss suffered due to a late or voided delivery.

4.4. The client may pick up their product from Edition Nikolas Kerl by prior arrangement. In the case of any pick-up not in accordance with the terms of the agreement, Edition Nikolas Kerl reserves the right to withdraw from the sales contract. The client must accept liability for both direct and indirect damages in this case.

4.5. Deliveries are shipped to the address given by client upon placing an order (curbside delivery). The shipping agent is, in most cases, the Swiss Postal Service. Edition Nikolas Kerl retains the right to use another carrier for deliveries at its discretion. For international shipments, the shipping agent is Incoterm DAP (2010), specifically Incoterm 20 DAP of the Swiss Post GLS (<http://www.swiss-post-gls.ch/gls-startseite/gls-paketversand/gls-europa/gls-inco-terms-europa.htm>). Edition Nikolas Kerl does not assume any responsibility for damages related to shipping and handling.

4.6. Once the product is transferred to the shipping agent or made available for pick-up by the client, the client assumes all liability regarding use and risk.

## 5. Right to Contractual Withdrawal for Orders within the EU

5.1. Without prior notice, or incurring penalties or interest for default, a client has the right to withdraw from the sales contract and return their purchase within a period of fourteen (14) days. This period begins on the day in which the product arrives at the recipient.

5.2. In the case of a return, the client must inform Edition Nikolas Kerl within the time period and must assume liability for the costs to send the product back. Concluded payments will be reimbursed as long as the product remains in its original packaging and shows no signs of use or damage upon arrival at Edition Nikolas Kerl. If the return does not occur in compliance with these provisions, Edition Nikolas Kerl reserves the right to reduce the reimbursement or retain partial payment of the original sales price.

5.3. Furniture and custom orders are both excluded from the right to withdrawal.

5.4. Under most circumstances, there is no right to withdrawal for orders placed in Switzerland. Exceptions for the return of delivered products can be made only in agreement with Edition Nikolas Kerl.

## 6. Liability and Warranty

6.1. The client assumes the responsibility to inspect the product immediately upon receipt. Any defects must be reported to Edition Nikolas Kerl in written form within five (5) working days. Any defects detected during the period of warranty must be reported immediately upon discovery.

6.2. Edition Nikolas Kerl assumes no liability for circumstances beyond its control, including but not limited to: everyday wear and tear, force majeure, improper care or use, alterations by the client or third parties, excessive use, incorrect maintenance, extreme environmental factors, etc.; these are not considered to be defects.

6.3. Edition Nikolas Kerl works with natural materials including wood, stone, leather, textile fabrics, etc. Variations in structure and color in comparison with sample patterns or online images as well as variation due to the use of the product are unavoidable and do not constitute a defect. In particular, the resistance to fading with wood, leather, synthetic materials, as well as certain textile fabrics, cannot be guaranteed.

6.4. Edition Nikolas Kerl assumes no liability for the installation and assembly of products. The client is responsible to determine and implement the appropriate kind of mounting according to the weight and properties of the product as well as the construction of the building. Edition Nikolas Kerl refuses to accept any responsibility for damages resulting from improper or insufficient installations and mountings.

6.5. Edition Nikolas Kerl assumes no liability for product components manufactured by third parties, including but not limited to the electrification of lighting objects.

6.6. The period of warranty for defects is two (2) years from the date of delivery.

6.7. If a defect is recognized during the period of the warranty, Edition Nikolas Kerl has the right to exemption from any client demands through subsequent delivery, replacement of any damages, or through a reduction or change of the original price. The client has no right to compensation for any consequential damages caused to products other than the object purchased (resp. consequential harm/damage caused by a defect). Edition Nikolas Kerl assumes no liability for negligence. Liability for direct damages is limited to the maximum amount of 10,000 CHF.

6.8. If the client sells a product by Edition Nikolas Kerl to a third party, the client is responsible for complying with domestic and international export laws and regulations. If the client alters said product, the client is responsible for the damages and frees Edition Nikolas Kerl upon request from any form of liability, including consequential harm caused by a defect. Laws and regulations related to product liability law remain in effect.

6.9. Edition Nikolas Kerl refuses any liability for third party websites, even if the site is referenced by [www.nikolaskerl.com](http://www.nikolaskerl.com) by means of a link or by download.

# GENERAL TERMS AND CONDITIONS OF SALE (T&C'S)

DATE 01.01.2016

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## 7. Repairs

7.1. Repair of a damage not covered in the definition of a defect, as previously described in Article 6, can be undertaken by Edition Nikolas Kerl pursuant to a separate agreement. The client has no right to demand a repair.

## 8. Duty to Inform

8.1. The client is obligated to inform Edition Nikolas Kerl in a timely manner of any special technical requirements as well as legal, governmental, or other regulations that affect the destination of delivery, if such regulations are relevant to the implementation and the use of the products. The client agrees to free Edition Nikolas Kerl from any responsibility if violating this duty to inform. Furthermore, both the client and Edition Nikolas Kerl declare their intent to gather information in a timely manner on anything relevant to the ability to complete the contract agreement, or anything that may lead to inexpedient conditions.

## 9. Intellectual Property Rights

9.1. The client does not receive any intellectual property rights with their purchase.

9.2. The client recognizes that all intellectual property rights, particularly copyright laws for products and the printed matter, materials, images, texts, and the content of the website, are all fully protected and belong solely to Edition Nikolas Kerl.

9.3. Without advance and written consent by Edition Nikolas Kerl, the client is forbidden from copying, downloading, or otherwise utilizing copyright-protected items or parts thereof for their use. The links made available for downloads by Edition Nikolas Kerl are exempt from these restrictions.

## 10. Data Privacy and Confidentiality

10.1 Edition Nikolas Kerl is obligated to provide security with the most current technology available and to follow the laws and regulations of data protection and confidentiality in regard to systems, programs, etc. that belong to and can be influenced by Edition Nikolas Kerl; however, security with regard to communication cannot be guaranteed.

10.2 Edition Nikolas Kerl reserves the right to delete stored client data at any time, without prior notice, or to bar access to login credentials.

10.3 Edition Nikolas Kerl reserves the right to disclose data to third parties in Switzerland or abroad if required in order to fulfill the sales contract. The client fully agrees to this transmittance upon placing an order, even if the target country does not possess equivalent data protection laws.

## 11. Miscellaneous

11.1 Deviations from these T&C's must be prearranged in writing.

11.2. If these T&C's should prove invalid or if they possess loopholes, the rest of the provisions remain legally binding. The invalid segments and any loopholes will be replaced or eliminated with a provision according to the intent of the parties concerned, effective upon signing the sales contract.

## 12. Applicable Law and Jurisdiction

12.1 As a sales contract between the client and Edition Nikolas Karl, these T&C's are solely subject to Swiss law, and as such are excluded from conflict law as well as the Vienna Convention.

12.2 In event of a dispute, the court of law at the domicile of Edition Nikolas Kerl in Zurich or the court of law at the domicile of the client will be declared competent.

12.3 Both parties are obligated to first seek direct resolution in the case of damages or complaints, and agree to endeavor to resolve any conflicts that arise through the completion of this contract amicably before seeking legal action.

Zürich 01.01.2016

Slow Goods GmbH

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