



**BAGNO SASSO MOBILI**  
BATH & INTERIORS

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## TERMS AND CONDITIONS

### 1. Prices

#### 1.1. Prices in catalogues and brochures:

Prices in catalogues and brochures do not include VAT. Prices are subject to change.

#### 1.2. Prices in offers:

The prices in our offers do not include VAT. VAT is indicated separately. Validity of our offers is two (2) months, however until 31.12. of the actual year at the latest. Prices are calculated on the base of a complete order. We reserve the right to re-calculate the offer when ordering only part of the quotation.

#### 1.2.1. Special conditions for offers:

If it is necessary to make drawings available for the producer of the quoted products, we reserve the right to charge these costs with an amount of at least CHF 250.—or as per effective costs.

#### 1.2.2. Consultations:

The first and second consultation in our showroom are free of charge. For further consultations we have to charge either by lump sum fee or for the effective costs.

#### 1.3. Prices in order confirmations:

The prices in our order confirmations do not include VAT. VAT is indicated separately. Prices are firm within a period of two (2) months after order confirmation, however at the latest until 31.12. of the actual year.

Prices are subject to change without notice due to changes of the world market prices (as well in offers and order confirmations), i.e. raw material.

#### 1.4. If not especially mentioned fitting of the goods is not included in the selling prices.

#### 1.5. For orders under CHF 500.—we charge a service-charge of CHF 20.--. Costs for package and transport will be charged separately.

### 2. Package

Packing material will be charged separately.

### 3. Delivery

Delivery of the goods will be effected ex works Landquart to the building site, in front of the doorstep. Prerequisite is an easily accessible place or a place with a good access. Possible remedies for the further transport of the goods to the place of installation must be arranged by the customer. Costs for the transport from Landquart to the building site as well as costs for the delivery of the goods from Switzerland and abroad will be charged to the customer.

Transports for deliveries abroad have to be organized directly by the customer. The delivery costs are charged to the customer directly by the forwarding agent.

Bagno Sasso Mobili tries to keep the delivery date. The delivery date, however, is not binding. In any case, however, it cannot give rise to any indemnity or refund on the part of Bagno Sasso Mobili.

### 4. Control of the goods

When the goods have arrived, the customer has to inspect them immediately. Transport damages have to be addressed to the carrier and to Bagno Sasso Mobili at the moment of the delivery. Other claims have to be addressed to the suppliers within 10 days.

### 5. Guarantee

Faults which are not visible immediately as well as manufacturing faults and material faults which are not caused by wrong maintenance, have to be addressed to Bagno Sasso Mobili immediately after having recognised them, at least 12 months after the date of purchase. After this guarantee-period Bagno Sasso Mobili will refuse any liability.

Defective material will be substituted by our company or a company determined by us, or we grant a price reduction for the faulty material. However, any claim does not enable the customer to suspend the payment of the goods.



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However, we refuse any liability for wages for the replacement, shipping/delivery charges, indemnity, profit losses, delay interests, fixed penalty, damage of material and replacement charges. Furthermore, the guarantee excludes every and any responsibility arising from defects resulting from a wrong use of the material, wrong maintenance of the material, improper use during the installation, use of wrong cleansing agent or a misuse of the material.

This is also meant for little differences in colours, shrinkage cracks, xenolights and streaking (especially in concrete material), pores, especially at natural stones and materials in wood, ceramics, concrete and eggshell. We refer to the maintenance instructions of Messrs. Rudolph Baustoffwerk which are part of these terms and conditions. We refuse any liability for material that has been properly delivered by us and has been damaged during installation by a third person.

## 6. **Special articles**

Special articles like washbasins in glass, bathroom furniture, shower cabins and custom made models will in any case be installed by Bagno Sasso Mobili or a plumber which is authorized by Bagno Sasso Mobili. We do not accept any responsibility for any damages which are caused by third persons / companies.

## 7. **Return of goods**

For returned goods we deduct an amount of at least CHF 50.--. The return of goods has to be accepted by the supplier. Return of material after more than 12 months since date of delivery cannot be accepted. The same applies for damaged or used products as well as for special articles and custom made models. Return of goods will only be accepted in original packing material. Goods which we had to order from abroad cannot be returned.

## **Design and planning**

Planning of a bathroom will be charged by effective costs or as a flat rate. Measurement sketches which are necessary for obtaining special offers will be charged by effective costs.

## **Terms of payment**

### 9.1. in Switzerland

1/3 of the amount of the order when placing the order / 10 days net  
Further partial invoices depending on delivery of material / 30 days net

### 9.2. Abroad

- prepayment

Any deduction will be charged. If the payment should not reach Bagno Sasso Mobili within the delay previously agreed, Bagno Sasso Mobili will add to the cost all delay interest beginning from the day after the date of due payment. Any claim does not enable the customer to suspend the payment.

In case that due to delays on the building site material cannot be delivered as agreed upon, Bagno Sasso Mobili reserves the right to charge the material even if it is not still delivered.

At the same time Bagno Sasso Mobili will charge a stock rate depending on the volume of the material, at least CHF 50.—per week.

## 10. **Reservation of ownership**

The delivered material is the property of Bagno Sasso Mobili until the invoices are properly paid.

## 11. **Right of withdrawal**

Changes concerning the private circumstances of the customer like delay of payment, insolvency, changes concerning the property, death, collection, legal action etc. entitle the supplier to withdraw from all delivery commitments. Due payments from the customer are payable immediately.



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**12. Jurisdiction and law**

Deliveries are regulated by Swiss law. For any dispute the only recognised place will be Igis, Landquart (Switzerland).

**13. Acceptation of terms of delivery**

All deliveries are made on the base of the before mentioned terms and conditions which are accepted when placing the order. Special agreements must be in written form, agreed upon and undersigned by Bagno Sasso Mobili.

Landquart, May 2013