

General Terms and Conditions of BRITA Wasser-Filter-Systeme AG

General information

The General Terms and Conditions (hereinafter: GTC) apply to all legal relationships between BRITA VIVREAU business customers (hereinafter: Customer) and BRITA Wasser-Filter-Systeme AG (hereinafter: BRITA), e.g. purchase contracts, rental contracts as well as service contracts related to water dispensers or their accessories. Agreements or ancillary agreements deviating from these terms and conditions shall only be effective if they have been confirmed in writing by BRITA. The Customer's general terms and conditions shall not apply, even if the Customer refers to such in connection with the order.

Execution of contracts

BRITA's offers are non-binding unless the binding nature of the offer has been expressly referred to. Orders shall only become binding upon our written order confirmation or upon our delivery, whereby in the latter case the invoice shall replace the order confirmation.

Unless otherwise stated, BRITA remains bound to the prices contained in the offers marked as binding for 30 days from the date of the offer.

Prices and payment terms

The general contract conditions as well as the current prices, discounts, etc. are defined in a separate document (e.g. offer or rental contract).

The prices shown do not include VAT, which is shown separately.

The prices apply to delivery ex-works (Incoterms 2020) unless otherwise agreed.

The prices are based on the costs at the time of the conclusion of the contract. The installation of the contractual items must take place within 6 months after conclusion of the contract. If this is not the case, BRITA can adjust the prices without the Customer's consent. In this case, the Customer has the option to terminate the contract in writing within 8 days of receipt of the price adjustment. Should BRITA incur direct costs as a result, the Customer shall be obliged to reimburse BRITA for these.

BRITA reserves the right to adjust the price if there is a change in the net purchase prices for the contractual materials after conclusion of the contract. The decisive factor for this shall be that the Swiss national consumer price index has risen at a rate of change of + 8 % or more on the date of conclusion of the contract. The adjustment must be notified with a notice period of two calendar months.

If new public charges are introduced or existing public charges are increased, the customer shall be obliged to pay these further charges in addition to the agreed prices and compensation without renewed price negotiations. In this context, BRITA Wasser-Filter-Systeme AG shall be obliged to provide the customer with details of the newly introduced or increased public charges.

Unless otherwise agreed, payments shall be made 30 days after receipt of the invoice and without any deduction. In the event of non-compliance with this payment deadline, the Customer shall be in default without further reminder. BRITA is entitled to claim interest on arrears in the amount of 5%. In the case of default, BRITA may discontinue the service after the unused expiry of the period of 30 days set in writing and terminate the contract in writing without notice. In the case of rental contracts, the device shall be dismantled and collected by the BRITA technician.

The entitlement to deduct a discount requires prior and written agreement.

Retention of title

The object of purchase shall remain the property of BRITA until it has been paid for in full. BRITA is entitled to obtain a corresponding entry in the retention of title register at the Customer's place of residence or business or to inform third parties of this retention of title in any other way. The Customer may neither pledge the goods nor assign them as security.

In the case of access by third parties to the goods subject to retention of title, especially seizures, the Customer shall inform them of BRITA's ownership and notify BRITA immediately so that BRITA can enforce its ownership rights. Insofar as the third party is not in a position to reimburse BRITA for the judicial or extrajudicial costs incurred in this connection, the Customer shall be liable for these.

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Supply conditions

BRITA is bound solely by delivery dates agreed in writing. Unless otherwise agreed, changes to the order shall result in the cancellation of the previously agreed dates and deadlines. BRITA's compliance with the delivery and performance time requires the timely and proper fulfillment of the Customer's obligations.

Delays in delivery and performance due to force majeure and events that make delivery significantly more difficult or impossible for BRITA – such as strike, lockout, the requirements of public authorities, material shortages, transport or operational disruptions, even if they occur at suppliers or sub-suppliers of BRITA – are not the responsibility of BRITA, even in the case of bindingly agreed deadlines and dates. Such events entitle BRITA to cancel the delivery obligations in whole or in part or to postpone them at its own discretion.

Delivery, transfer of risk and material warranty

BRITA shall assemble the object of the agreement at the agreed location.

The Customer shall ensure the timely provision of the spatial, technical and other conditions that BRITA requires in order to be able to carry out the installation in advance of the agreed delivery date. The assembly and connection conditions are set out in greater detail in the installation requirements that are given to the Customer. Should the Customer fail to fulfill its obligations, or fail to fulfill them in full, in particular the implementation of the necessary installation requirements, and the installation is therefore not feasible for BRITA, BRITA is entitled to charge the client for the resulting costs for travel and working time.

Benefit and risk shall pass to the Customer as soon as the delivery or agreed installation has been handed over (date of signing of the delivery note or installation report).

BRITA and the Customer shall agree on the installation date when the contract is concluded or immediately thereafter. Unless expressly agreed otherwise, BRITA is entitled to deliver and/or install between 8 am and 5 pm. If the installation is delayed due to circumstances for which the Customer is responsible or at the Customer's request, the risk shall pass to the Customer on the original delivery date.

Complaints due to defects or due to incomplete or incorrect delivery must be made to BRITA in writing immediately, at the latest 5 days after the date of delivery.

BRITA products are guaranteed for two years (24 months) from the date of delivery. The warranty is invalidated if the defect or damage to the BRITA products has been caused by improper handling, maintenance or care by the Customer. The instructions and recommendations provided for this purpose can be found by the Customer in the instructions enclosed with the individual products.

The Customer has been informed by BRITA about the hygiene regulations to be observed and about the dangers and risks in the case of non-compliance.

If the delivery proves to be defective and BRITA becomes liable for warranty under the above-mentioned conditions, it is obliged to provide rectification, replacement or subsequent delivery for the defective product or service at its discretion. Any further claim by the Customer, in particular compensation for damages and withdrawal from the contract, is excluded.

Liability

BRITA's liability is generally limited to intentional or grossly negligent acts. In all other respects, BRITA's liability is excluded to the extent permitted by law.

Insofar as the liability of BRITA is excluded or limited, this shall also apply to the personal liability of its employees, workers, staff, representatives and vicarious agents.

Copyright notice

The present GTC are protected by copyright. In particular, the use of these GTC in unchanged as well as in modified form for own commercial purposes is prohibited.

The use or application of the BRITA trademark or logos in any form by the Customer requires the prior and express written consent of BRITA.

All BRITA products marked by means of a brand or logo may neither be overstickered nor removed. The overstickering or removal of the BRITA trademark or logo is prohibited under all circumstances.

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Data protection

If the Customer provides his email address when placing an order, BRITA uses this to send the Customer information, offers and notices of advantageous promotions for BRITA products and services.

If the Customer does not wish to receive such promotional emails, he has the right to object to the processing of his data for the purpose of direct marketing at any time with effect for the future and at no cost. The lawfulness of the data processing up to the time of the objection remains unaffected.

The Customer may object to the processing of his data for direct marketing purposes at the time of the order or at any time thereafter by sending an email to Admin-Dispenser@brita.net (subject: "Objection to the processing of my data for direct marketing purposes").

Final provisions

The legal relationship of the Customer with BRITA is subject to Swiss law, in particular the provisions of the Swiss Code of Obligations (OR) under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 (Vienna CISG Convention).

The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be at the BRITA registered office in Neudorf (LU).

If individual provisions of these GTC should be or become invalid or ineffective, this shall not affect the validity of the other provisions. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision.

BRITA Wasser-Filter-Systeme AG, Gassmatt 6, CH-6025 Neudorf / LU

Valid from February 2023