

**General Terms and Conditions for Advisory and  
Sales and Delivery of goods with Upscale Interiors AG**

**1. Advisory Services**

Upscale offers different advisory services to fit best to each customer's needs. A single area package is our starter package, the full home package is the more advanced offering and our hourly service is truly personal and individual without any limitations.

**a. Single area package**

This advisory package comprises our interior-design-service of 1 area designed with an online interior designer for the price of CHF 885, plus VAT 7.7% with following services

- 'Meet Your Designer' video or phone call and define your style
- Inspirational mood board to confirm style + 1 revision
- Floor plan and layout instructions
- Furniture selection (choose between 3 options per item) + 1 revision
- Receive a list of your favorite items to purchase

Duration: 4 weeks

Additional services will be charged by our hourly rates, see point 1c.

**b. Full home package**

This advisory package comprises our interior-design-service of 4 areas designed with an online interior designer for the price of CHF 3'150, plus VAT 7.7% with following services

- 'Meet Your Designer' video or phone call and define your style
- Inspirational mood board to confirm style + 1 revision
- Floor plan and layout instructions
- Furniture selection (choose between 3 options per item) + 1 revision
- Receive a list of your favorite items to purchase

Duration: 4 -6 weeks

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Additional services will be charged by our hourly rates, see point 1c.

### **c. Hourly Service**

Our current hourly rates range from CHF 130 per hour for work done by our junior interior designers and CHF 180 per hour for senior designers doing work that requires more expertise. Regular Swiss VAT of 7.7% will be charged in addition to the total hours spent. Invoices will be sent out at the end of every month; balance is due within two weeks upon receipt by the client.

Hourly rates are reassessed quarterly, with adjustments usually becoming effective on the first working day of each new quarter. You will receive notice of any adjustments to hourly rates promptly. Additional services and expenses incurred will be charged. These costs include but are not limited to the following: renderings, courier delivery and customs charges, travel expenses if applicable (economy class air travel or train travel, taxi expenses, etc.) and other similar costs.

At the end of every project Upscale will schedule a photoshoot to keep a record of the finalized project. Upscale and the photographer commissioned are authorized to take photos or videos for its own use (reference, marketing) of the finished project, both inside and outside. All images may only be published anonymously (without identification or exact address). Upscale will not execute any fee-based external reviews or opinions without obtaining the prior written consent of the customer.

It is our goal to establish and maintain a long-term relationship with you throughout our interior design and project management services, which are intended to be of the highest quality as well as cost-effective.

Therefore, Upscale hereby represents, warrants and covenants to the client that we will provide our services identified in this engagement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

## **2. Delivery Terms**

In addition to comprehensive consulting and planning of interior design services, Upscale Interiors AG sells furniture and objects.

The following rules govern the rights between the customer as a buyer (Hereinafter referred to as "buyer") and Upscale as a seller (Hereinafter called the seller).

### **3. Offers**

#### **3.1 Price lists and brochures**

Illustrations and descriptions in price lists, prospects and catalogs are not a binding indication of prices. Deviations in color, structure and processing are reserved.  
For the contract, only the agreed prices are valid.

#### **3.2 Prices**

The price according to the signed offer, order confirmation or contract including 7.7% VAT. This does not include the following costs:

- transport costs, installation costs, customs as well

Template charges and administrative costs, which the supplier invoices separately and are therefore not included in the quotation, the order confirmation or the contract.

The above statements are not mentioned in the signed offer,  
Order confirmation(s) or contract(s) are subject to be invoiced separately

#### **3.3 Conclusion of contract**

The purchase contract is deemed concluded as soon as the offer, the order confirmation or the contract are signed and therefore, legally binding.

For a change in the original order, the seller informs the buyer whether the change is possible and what the implications on the total cost, the delivery time and overall process would be.

The buyer shall be notified of any changes in writing.

### **4. Terms of payment**

#### **4.1 Due dates and delays**

The payment conditions for orders are broken down as follows:

50% upon order placement

50% latest 1 week before delivery

Invoices for hourly advisory are charged after the rendered services with a due period of 2 weeks after receipt. Design Packages are paid in full before start.

For orders of furniture, prior to the delivery, the full amount must be credited to the Upscale Interiors AG bank account in accordance with the signed offer or order confirmation issued

by Upscale Interiors AG, so that goods can either be delivered to the recipient's place of delivery or if the goods are delivered to a temporary storage facility, to be delivered there. The buyer has the amount according to the invoice due date. After the expiration of the deadline, the buyer is in delay.

### **3.2 Reservation of title**

Until the full payment of the purchase price is paid, the goods belong to the selling party. The buyer authorizes the seller to register the retention of title at the buyer's expense in the register of proprietary rights. If the retention of this title lasts, the buyer may not have the goods delivered. In particular, he/she may not sell them, nor rent or pledge them. When changing and processing the goods into something new or different, the new product is co-owned.

## **5. Delivery and acceptance terms**

### **5.1 Place of fulfillment**

Delivery is made to the given delivery address by the buyer, if no other specific delivery instructions are given.

### **5.2 Transfer of risk**

With the delivery of the goods, the risk of use or risks are transferred onto the buyer and / or his authorized contract partner. (OR Art. 185)

### **5.3 Delivery period**

Upon agreement of the contract, the seller undertakes all steps to conclude the agreement. The delivery times are always non-binding. If the delivery is delayed, (Force majeure, transportation difficulties, default of third parties, post order changes, etc.) the delivery date shall be shifted accordingly.

The increase in the delivery period does not entitle the buyer to cancel the contract, to refuse acceptance and / or compensation.

### **5.4 Acceptance**

The buyer has to accept the items at the given place of fulfillment. If the buyer is in default with acceptance of the delivered goods, the seller may set a grace period of 10 days. After their expiry, declare the cancellation of the contract and claim damages (OR Art. 107, paragraph 2).

## **6. Warranty**

### **6.1 Examination and display of defects**

The buyer must fully inspect the delivered objects immediately to notify the seller about any faulty objects and damages once the delivery is completed. The notification shall be transmitted from the buyer in writing to the seller. If he fails to do so, delivery and services shall be deemed approved (OR Art. 201).

### **6.2 Claims of the Purchaser from warranty**

If the seller has delivered faulty, damaged or missing goods that weren't in accordance to the contract to the buyer, the buyer may request the seller to replace or remedy the items free of charge. The buyer can set a reasonable period of at least 30 days for the seller. If the seller has not remedied the breach of contract within this period, the purchaser may reduce the purchase price or demand a replacement.

### **6.3 Statute of Limitation**

The seller gives the buyer a warranty of 2 years (24 months) valid from the delivery date on for the purchased goods. In case a supplier of Upscale Interiors AG gives the selling party (Upscale Interiors AG) a warranty of less than 2 years, the same conditions will automatically transfer to the buyer of the objects from that supplier. If there is an assessment of damages, the buyer may request a free of charge improvement, or even if chosen by Upscale Interiors AG, a right to replace the piece(s). Changes or minimization attempts of the goods are out of question. Delivery will be made in accordance to the product description, design, product number and/or exhibition model. Small deviations in form, color and structure, scars, waxy cracks, folds or color differences in real leather should be tolerated by the buyer.

We reserve the right to make technical alterations without any optical influence, which serve exclusively for product improvement, without any prior notice.

### **6.4 Exclusion of warranty and damages**

The warranty expires prematurely, in the case of improper installation, improper changes or Repairs by the buyer or third parties or if a defect has occurred, and not immediately take all appropriate measures to reduce the damage and give the seller the opportunity to remedy the deficiency. Excluded by the warranty are defects which arise because of natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive wear and tear, improper equipment, as well as other reasons for which the seller is not responsible. Compensation claims of the purchaser are excluded from the legal extent, Also, regarding the liability of auxiliary persons of the seller.

## 7. Jurisdiction and applicable law

The parties expressly submit to the court of jurisdiction at the place of business of the seller. All questions relating to the contractual relationship between the buying and selling parties shall be governed by the Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods right (CISG).

Zurich, August 2023