

General Terms and Conditions (GTC) of Hüsler Nest AG

1. Scope

The following General Terms and Conditions (GTC) govern the contractual relationship between Hüsler Nest Ltd (hereinafter "Hüsler Nest" or "we") and our customers (hereinafter "customer" or "you") for all services and products offered by Hüsler Nest. These GTC apply to all contracts, orders and agreements between Hüsler Nest and the Customer.

For better readability, we refrain from using the feminine or objective personal form.

2. Products and services

Hüsler Nest is a manufacturer and supplier of high-quality sleep systems and mattresses. We offer a selection of mattresses, beds, pillows and other accessories. In addition, we also offer consulting services for the selection and adjustment of our products.

3. Orders and conclusion of contract

- 3.1 Orders can be placed via our website, by telephone or in person at our branches. By submitting an order, you are making a binding offer to purchase the selected products.
- 3.2 The contract between Hüsler Nest and the customer is formed when Hüsler Nest confirms the order or delivers the ordered products. The confirmation may be made in writing, by e-mail or by shipment of the products.

4. Prices and terms of payment

- 4.1 The prices for our products are stated in CHF (Swiss francs) and include the statutory value added tax.
- 4.2 Payment is usually made on account, if necessary by prepayment, credit card or other pre-agreed methods of payment. We reserve the right to exclude certain methods of payment.
- 4.3 Should the customer be in arrears with a payment, Hüsler Nest S.A. reserves the right to claim interest on arrears in accordance with the statutory provisions.
- 4.4 We reserve the right of retention of title until the goods have been paid for in full.

5. Delivery and shipping

- 5.1 The delivery of the ordered products will be made to the delivery address provided by the customer, unless otherwise agreed.
- 5.2 The delivery time is usually 4 - 6 weeks from confirmation of the order and receipt of payment, provided the products are in stock. However, due to ongoing raw material shortages along the supply chain, variations may occur. The delivery time may be longer for products that are not in stock or for customised products. We will inform you immediately of any delays.
- 5.3 To private individuals, shipping is carried out by our own delivery service or external shipping companies. Customers of our retail shop usually receive free shipping. Exceptions are agreed in advance, such as foreign deliveries or special delivery situations. You will be informed of the exact costs before completing the order.
To legal entities (traders), delivery is made by our own delivery service, external forwarding agents or by collection.
- 5.4 Hüsler Nest assumes liability for damage caused during shipping by its own delivery service. In the case of shipment by an external shipping company, the shipping company bears the liability.

In the event of damage in transit, please inform us immediately so that we can take appropriate action.

6. Disposal for private end customers

- 6.1 We offer free disposal if you have a comparable old product when you purchase a new Hüsler Nest product. Disposal is only free of charge if the old product is the same size or smaller than the new product.
- 6.2 For additional old goods, or old goods that are larger than the new product, we reserve the right to charge a disposal fee.
- 6.3 Disposal is carried out in accordance with applicable environmental and waste regulations. We work with certified disposal companies to ensure proper and environmentally friendly disposal.
- 6.4 Disposal must be notified when placing the order. Please contact us prior to purchase to discuss the details and conditions for the disposal of old goods.

7. Warranty and liability

- 7.1 We warrant that our products are free from defects in material and workmanship and conform to the agreed specifications at the time of delivery.
- 7.2 We fulfil the statutory warranties. In addition, depending on the product, you will receive an extended warranty.
- 7.3 In the event of defects or faulty delivery, you are entitled to rectification or a replacement delivery, provided this is technically possible and economically justifiable. If a rectification or replacement delivery is not possible, both parties have the right to withdraw from the contract or reduce the purchase price.
- 7.4 Hüsler Nest is not liable for damage caused by negligence or intent.

8. Right of withdrawal and return

- 8.1 Our consultations are fully comprehensive and time-consuming. For this reason, we do not grant the possibility of withdrawal or return.
- 8.2 This also applies to online orders. In case of doubt, please contact us by telephone for advice.

9. Final provisions

- 9.1 If individual provisions of these GTC are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.
- 9.2 The law of Switzerland shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 9.3 The place of jurisdiction for all disputes in connection with these GTC and the contracts between Hüsler Nest and the customer shall be the head office of Hüsler Nest Ltd.