

Cramer + Cramer Sàrl General Terms & Conditions (B2B Version)

Version: 06.12.2025

I. Scope and Applicability

These General Terms and Conditions ("Terms") apply to all sale of goods commission of works and provision of services agreements between Cramer + Cramer Sàrl ("C+C") to business customers, including companies, legal entities, public institutions, and sole traders (collectively "Customer").

They govern the formation, content, and performance of contracts for the sale of artworks, design objects, and customized or commissioned works, whether concluded in person, by correspondence, or via C+C's website or other electronic means.

Any general terms and conditions of the Customer are excluded, even if not expressly rejected. Individual written agreements between C+C and the Customer shall prevail over these Terms.

By placing an order or entering into a business relationship with C+C, the Customer acknowledges and accepts these Terms in their current version. C+C reserves the right to amend the Terms at any time; the version in effect at the time of order placement shall apply.

II. Offer and Contract Formation

Product and service descriptions, catalogues, brochures, price lists, and online listings are non-binding invitations to place an order and do not constitute legally binding offers.

The Customer's order constitutes an offer to purchase. A contract is formed only when C+C confirms acceptance in writing (including by email) or by dispatching or delivering the goods or commissioned work.

C+C reserves the right to refuse orders, in particular for limited editions, made-to-order works, or where payment reliability cannot be verified.

For commissioned works, the scope, concept, and specifications shall be set out in a written confirmation or project brief approved by both parties before work commences.

III. Description of Goods and Services

The Customer acknowledges that all goods and commissioned works (the "Products") are artistic creations. Their artistic value takes precedence over functional characteristics. Minor deviations in color, form, surface, or artistic expression are inherent to the creative process and do not constitute defects.

Natural variations in materials (e.g., glass, wood, ceramics, metal, stone) are normal. Fading, cracking, patina, or dimensional changes caused by environmental factors such as humidity or light are not defects.

C+C strives to ensure accuracy of descriptions and images, but deviations from catalogues, digital representations, or prototypes shall not give rise to any claim, unless expressly guaranteed in writing.

IV. Pricing

Prices are in CHF and exclusive of Swiss VAT, unless otherwise indicated. Handling, packaging, shipping, insurance, storage and other incidental costs are charged separately.

For cross-border transactions, the Customer bears all customs duties, import taxes, and administrative fees.

All products, artworks, designs thereof and derivative works thereof are the sole property of their author Philippe Cramer. These products, artworks, designs and any derivative works thereof may not be used in any way without the prior written consent of the author. All and any copies, adaptations or interpretations of these designs are subject to the same copyright laws.

C+C may adjust prices to reflect changes in taxes, import duties, or other public charges occurring after order placement but before delivery.

V. Payment Terms

Unless otherwise agreed, payment is due in advance or within 10 days from the invoice date without deduction. Late payments accrue interest at the statutory rate (Art. 104 CO).

C+C retains ownership of all Products until full payment has been received. In the event of non-payment, C+C may reclaim the goods and recover costs associated with retrieval.

VI. Delivery and Risk Transfer

Delivery dates are non-binding unless expressly confirmed in writing.

For all purchases destined for international shipping, deliveries will only be affected upon receipt by C+C of full payment from Customer.

Risk of loss or damage passes to the Customer upon handover to the carrier (FCA C+C workshop, Geneva, Incoterms® 2020).

If the Customer delays acceptance or fails to provide necessary delivery information, risk transfers upon notification of readiness for dispatch.

Partial deliveries are permitted and may be invoiced separately.

VII. Acceptance of Goods and Commissioned Works

The Customer shall inspect the goods immediately upon receipt and notify C+C in writing of any defects within five (5) business days of delivery. After this period, the goods are deemed accepted and free from defects.

For commissioned works, the Customer shall confirm acceptance upon completion and delivery. If no written objection is raised within ten (10) days, or if the work is used or installed, it shall be deemed accepted.

VIII. Storage and Allocation of Risk

If the Customer is in default of payment or fails to timely accept delivery or performance (including commissioned works), C+C is entitled – without prejudice to any other rights or remedies – to store the goods and/or commissioned works at the Customer's cost and risk.

Storage may occur at C+C's premises or at a third-party facility chosen at C+C's discretion.

All costs associated with storage, including but not limited to storage fees, insurance, handling, transport, and administrative charges, shall be borne by the Customer.

As of the time the Customer falls into default of acceptance or payment, risk of loss, damage, deterioration, theft, or destruction of the goods and/or commissioned works shall pass to the Customer, irrespective of whether storage occurs at C+C's or a third-party location.

C+C may, after giving the Customer a written grace period of at least 10 days, dispose of the stored goods and/or commissioned works in an appropriate manner and claim damages for any losses incurred, including the difference between the contract price and the proceeds of such disposal.

C+C's right to claim additional damages arising from the Customer's delay – including lost profit in the case of individually commissioned works – remains expressly reserved.

IX. Warranty

The Customer acknowledges that the Products supplied by C+C are artworks, design objects, or individually produced creative works whose artistic character predominates over any functional aspect.

To the fullest extent permitted by Swiss law, C+C hereby excludes any and all warranties and liability for defects within the meaning of Articles 197 et seq. and 368 et seq. of the Swiss Code of Obligations (CO), whether statutory or otherwise.

In particular, C+C provides no warranty that the Products:

- are free from material or manufacturing imperfections, especially those inherent to artistic, artisanal or handcrafted production,
- meet any technical, aesthetic, or functional expectation of the Customer, or
- will maintain their form, color, or surface characteristics over time.

Minor deviations in color, texture, form, or artistic interpretation are inherent to the creative process and do not constitute defects.

The only warranty retained is that each artwork, design object, or commissioned work is authentic and created by or under the supervision of the artist or designer identified as its author at the time of delivery.

The Customer expressly waives all rights and remedies arising from any other defect, including rights of rectification, rescission, reduction of price, or damages under Articles 197 et seq. or 368 et seq. CO.

This exclusion shall not apply where C+C has fraudulently concealed a defect within the meaning of Article 199 CO.

Any statements, descriptions, sketches, or images provided by C+C, whether in catalogues, online, or in communications, are for informational purposes only and shall not be deemed guarantees of characteristics within the meaning of Article 197 CO unless expressly confirmed in writing as such by C+C.

X. Limitation of Liability

C+C shall be liable only for damages resulting from its willful misconduct or gross negligence. Any liability for slight or ordinary negligence is hereby excluded to the maximum extent permitted by law.

To the fullest extent permitted by applicable law, C+C's total aggregate liability for any and all claims, losses, damages, or costs arising out of or in connection with the contract, the Products, or the services (whether in contract, tort, or otherwise) shall be limited to the net purchase price actually paid by the Customer for the specific Product or service giving rise to the claim.

C+C shall in no event be liable for any indirect, incidental, punitive, exemplary, special or consequential damages, including but not limited to loss of profit, loss of revenue, business interruption, loss of use, loss of data, loss of anticipated savings, reputational harm, or third-party claims, except to the extent liability cannot be excluded by mandatory law.

The Customer acknowledges that the Products are objects of art, often unique, artisanal and/or handcrafted, and may require careful handling, installation, and ongoing care. C+C assumes no liability for damage resulting from improper handling, installation, mounting, positioning, display, storage, environmental conditions, transport, cleaning or maintenance, or from any use contrary to C+C's instructions or warnings.

Nothing in this clause shall exclude or limit liability where such exclusion or limitation is prohibited under mandatory Swiss law, including for death or personal injury caused by willful misconduct or gross negligence.

All products, artworks, designs thereof and derivative works thereof are the sole property of their author Philippe Cramer. These products, artworks, designs and any derivative works thereof may not be used in any way without the prior written consent of the author. All and any copies, adaptations or interpretations of these designs are subject to the same copyright laws.

XI. Indemnity and Hold Harmless

The Customer shall indemnify, defend, and hold harmless C+C, its directors, officers, employees, subcontractors, and agents from and against any and all claims, liabilities, damages, losses, fines, penalties, and expenses (including reasonable legal and professional fees) arising out of or in connection with:

1. the installation, handling, use, storage, display, or transportation of any Product after delivery;
2. any breach of contract, negligence, or omission by the Customer or its agents, contractors, or employees;
3. any third-party claim relating to property damage, personal injury, or other loss arising from or in connection with the Customer's use of the Products; and
4. any unauthorized reproduction, modification, or public presentation of artworks or commissioned works.

This obligation to indemnify and hold harmless shall apply regardless of whether the damage or claim arises on the Customer's premises or at a third-party site, and whether the work was installed by the Customer, C+C, or a third party acting on the Customer's behalf.

The Customer's duty to indemnify does not apply to the extent that the damage was caused by C+C's willful misconduct or gross negligence.

XII. Special Indemnity for Commissioned Installations and Public Artworks

In the case of commissioned installations, site-specific works, or public artworks (collectively, "Installations"), the Customer assumes full responsibility for the installation environment and related safety conditions.

The Customer shall indemnify, defend, and hold harmless C+C, its affiliates, officers, employees, subcontractors, and agents against all claims, liabilities, damages, and costs (including legal fees) arising out of or in connection with:

1. the installation, assembly, anchoring, or structural integration of any Installation on or within a building, landscape, or public space;
2. accidents, injuries, or property damage occurring during or after installation, including due to environmental exposure, public interaction, or insufficient maintenance;
3. permits, safety certifications, or municipal approvals required for the Installation; and
4. any third-party claims brought by property owners, contractors, visitors, or public authorities relating to the Installation.

The Customer is solely responsible for:

- ensuring that site conditions, foundations, fixtures, and environmental factors are suitable for the Installation;
- securing and maintaining adequate insurance coverage (including general liability and property insurance) for installation, public display, and ongoing maintenance; and
- ensuring that any third-party installers, engineers, or contractors act in full compliance with applicable safety, construction, and public-law regulations.

C+C shall not be liable for any damage, loss, or injury arising from on-site activities, structural failure, vandalism, weather exposure, or interaction with the public, except in cases of willful misconduct or gross negligence.

The Customer's indemnification obligations shall survive delivery, acceptance, and installation, and remain in force for the duration of the Installation's presence at the site.

XIII. Offset and Withholding Rights

The Customer may not offset counterclaims or withhold payments unless such counterclaims are undisputed or have been confirmed by a final court judgment. This does not affect the Customer's statutory rights in the event of defects or non-performance.

XIV. Intellectual Property

All intellectual property rights, including but not limited to copyrights, design rights, trademarks, and moral rights, remain the exclusive property of Philippe Cramer.

The Customer acquires ownership only of the physical object. No rights of reproduction, distribution, exhibition, or modification or otherwise to use the Product or its image for commercial or promotional purposes are transferred without Philippe Cramer's prior written consent.

The Customer shall not remove, alter, or obscure any signature, logo, or copyright notice appearing on the Products or their packaging.

Unauthorized use may give rise to damages and injunctive relief under Swiss or any other applicable intellectual property law.

This provision applies equally to both original artworks and design objects, as well as to any commissioned or customized works created under these Terms.

XV. Retention of Title

Ownership of the Products remains with C+C until full payment is received. C+C may register the retention of title under Art. 715 CC at the Customer's cost.

Until ownership passes, the Customer shall store the Products carefully and insure them at replacement value.

XVI. Force Majeure

C+C shall not be liable for non-performance or delay due to events beyond its reasonable control, including force majeure, natural disasters, war, strikes, pandemics, transportation damage or supply-chain disruptions.

If such events last more than 60 days, C+C may withdraw from the contract without liability for undelivered goods.

XVII. Data Protection

C+C processes business partner data in compliance with the Swiss Federal Data Protection Act (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR). Details are set out in C+C's Data Protection Policy available on its website at www.philippeccramer.com/DataProtectionPolicy.

By placing an order or entering into a contractual relationship with C+C, the Customer acknowledges having taken note of the Data Protection Policy.

For any questions regarding data protection or the exercise of rights relating to personal data, the Customer may contact C+C at the address or email specified in the Data Protection Policy.

XVIII. Governing Law and Jurisdiction

These Terms and any contract between the parties shall be governed by Swiss substantive law, excluding conflict-of-law rules and the CISG.

The exclusive place of jurisdiction shall be Geneva, Switzerland.

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XIX. Severability and Amendments

If any provision of these Terms is or becomes invalid, the remaining provisions remain valid. The invalid clause shall be replaced by a valid one closest in meaning and purpose.

C+C may amend these Terms at any time. The valid version at the time of contract formation applies.

XX. Contact Information

Cramer + Cramer Sàrl

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