

Cramer + Cramer Sàrl General Terms & Conditions (B2C Version)

Version: 06.12.2025

I. Scope and Applicability

These General Terms and Conditions ("Terms") apply to all sales of goods, commission of works and provision of service agreements between Cramer + Cramer Sàrl ("C+C") and private consumers ("Customer").

They govern the formation, content, and performance of contracts for the sale of artworks, design objects, and customised 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, 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 or 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 the goods and commissioned works supplied by C+C (hereinafter the "Products") are and should be considered as objects of art.

All Products have been designed as objects of art and are sold as such. Their function is secondary to their artistic characteristics. Therefore, they should be used with extreme care, and it should not be expected of them to perform their designated or perceived function as well as items designed to be efficient in priority to being an object of art, as for example industrially made objects. The Customer is fully responsible for the use of said Products, in particular regarding the Customer's own or someone else's safety, the fragility of said Products and the eventual lack of reasonable performance of Products. The Customer is responsible for transmitting above mentioned precautionary points to any possible user of Products, including if Products are lent/sold/given to third party.

C+C strives to ensure that all descriptions, images, and specifications of goods or commissioned works are accurate. However, as each artwork or design object is individually created, minor variations in colour, texture, form, or artistic interpretation are possible and do not constitute defects, as further detailed below. Dimensions, weights, and other technical data are provided for guidance only unless expressly guaranteed in writing.

Information provided on the website, in catalogues, or through other communications does not constitute a guarantee of characteristics unless explicitly designated as such by C+C in writing.

The Customer acknowledges that each artwork or design object is individually produced and may exhibit minor variations in colour, texture, form, or artistic expression. The delicate irregularities inherent to each

object reflect our dedication to preserving techniques of traditional craftsmanship. These irregularities form the basis of the Products' concept and design and are therefore an inherent in the nature of the Products. Small irregularities and differences in shape, colour and surface texture between same Products are inherent to the creative or manufacturing process and cannot be considered a defect by the Customer or a third party, and Products cannot be returned or exchanged for these reasons. Natural and hand-crafted materials such as stone, glass, ceramics and wood are particularly prone to such characteristics especially when made in an artisanal way. Products made of or including wood can also have visible knots. Shrinkage and swelling may occur in wood when the moisture content is changed. Products made of solid wood can crack with time depending on the differences in humidity and/or temperature of the spot it is placed in. Colours may fade when Product is placed in direct sunlight for a certain amount of time, regardless of the material it is made of.

Slight differences between images shown online, in catalogues, or other visual representations and the delivered item, particularly in colour tone, surface finish, or proportions, are possible due to material and display factors and do not constitute defects.

We do our best efforts to provide the Customer with the best images and description of our Products but unfortunately cannot guarantee that colours and details in website images are 100% accurate representations of the product, and sizes might in some cases be approximate.

IV. Pricing

Unless otherwise agreed prices shown or quoted are in CHF (Swiss Francs) exclusive of Swiss statutory value-added tax (VAT) unless otherwise indicated.

The costs of handling, packaging, shipping, insurance and other incidental costs will be charged separately and disclosed prior to order acceptance and confirmation.

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

C+C reserves the right to adjust prices in the event of changes in taxes, import duties, or other public charges that occur after the order is placed but before delivery. Such adjustments shall be communicated to the Customer in advance.

For credit/debit cards not denominated in CHF, the final price will be calculated by the Customer's card issuer and subject to any applicable exchange rate and fees applied by the Customer's card issuer in accordance with their terms and conditions which will be borne by the Customer.

V. Payment Terms

Unless otherwise agreed in writing, payment is due in full at the time the order is placed. C+C may withhold delivery until full payment has been received.

If payment on account is agreed, invoices are payable within 10 days from the invoice date without deduction. In case of late payment, C+C may charge default interest at the statutory rate (Art. 104 CO) and reserve the right to claim further damages.

C+C remains the owner of all delivered Products until receipt of full payment of the purchase price, including any shipping or ancillary costs.

VI. Delivery

Delivery dates or periods indicated by C+C are non-binding unless expressly confirmed in writing. C+C shall inform the Customer promptly of any foreseeable delay.

Unless otherwise agreed in writing, delivery shall be made to the address specified by the Customer at the time of order.

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.

For commissioned works, unless otherwise agreed in writing, delivery shall be deemed complete once C+C has notified the Customer that the work is ready for collection or shipment.

If the Customer fails to provide necessary delivery information in a timely manner prior to the delivery date, C+C reserves the right to store Products at cost and risk for the Customer. Partial deliveries are permitted and may be invoiced separately.

VII. Risk Transfer

The risk of accidental loss or damage to the goods passes to the Customer only upon actual receipt of the goods. If the Customer is unable to take delivery at the agreed time through no fault of C+C, Section IX. Default of Delivery shall apply.

Until delivery, the Products remain the property of C+C. Title to the Products transfers to the Customer only after full payment of the purchase price.

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

VIII. Acceptance

Acceptance of goods

For standard goods, acceptance shall be deemed to have occurred upon delivery to the Customer, provided that no obvious defects are reported within a reasonable time after receipt. This does not affect the Customer's statutory warranty rights under Swiss law.

Acceptance of Commissioned Works

For commissioned or customised works, C+C shall notify the Customer when the work is complete and ready for delivery or collection. The Customer shall examine the work within a reasonable time and confirm acceptance if it substantially conforms to the agreed specifications and concept.

Minor deviations in colour, form, or artistic interpretation that are inherent in the creative process do not constitute defects and do not justify refusal of acceptance.

If the Customer fails to declare acceptance within a reasonable period after notification of completion, or if the Customer uses or pays for the work without reservation, the work shall be deemed accepted.

IX. Default of Acceptance

If the Customer refuses to take delivery of the goods or commissioned work without valid reason or fails to cooperate in accepting delivery at the agreed time, the Customer shall be deemed to be in default of acceptance (*Annahmeverzug*) in accordance with Articles 91 et seq. of the Swiss Code of Obligations.

In such a case, C+C shall set a reasonable grace period in writing for the Customer to accept delivery. If the Customer does not accept delivery within this period, C+C may, at its discretion:

(a) withdraw from the contract and claim compensation for any losses actually incurred (including additional transport, insurance, storage, or administrative costs); or

(b) store the Products at the Customer's expense and risk, either on its own premises or with a third party.

Once the Customer is in default of acceptance, the risk of accidental loss or damage to the Products shall pass to the Customer, provided that C+C has duly offered delivery.

C+C shall inform the Customer in writing before exercising any of the above rights.

This provision does not affect the Customer's statutory warranty or withdrawal rights under Swiss law.

X. Retention of Title

Ownership of the Products shall not pass to the Customer until C+C has received full payment of the purchase price and all related costs.

C+C is entitled to register the retention of title in the competent public register pursuant to Article 715 of the Swiss Civil Code (CC) at the Customer's cost, until payment has been made in full.

Until ownership has passed, the Customer shall handle the Products with due care and shall not sell, pledge, or otherwise dispose of them without C+C's prior written consent.

XI. 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.

XII. Intellectual Property and Copyright

All intellectual property rights in the Products, including but not limited to copyrights, design rights, trademarks, and moral rights, remain the exclusive property of Philippe Cramer unless otherwise specifically stated.

The Customer acquires only ownership of the physical object. Unless expressly agreed otherwise in writing, the purchase or commissioning of a work does not confer any rights to reproduce, distribute, publicly display, modify, or otherwise use the work or its image for commercial or promotional purposes.

Any use of the goods or commissioned works beyond private, personal enjoyment – including reproduction, exhibition, publication, digital display, or commercial use – requires the prior written consent of Philippe Cramer.

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

In the event of unauthorised use, reproduction, or modification, C+C and/or Philippe Cramer reserves the right to seek appropriate legal remedies and damages under Swiss intellectual property law.

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

XIII. Warranty and Liability

Warranty for Goods and Commissioned Works

For goods, for which C+C has not explicitly indicated an exclusion of warranty (e.g. heritage, used, refurbished and/or repurposed goods and other items sold "as is" or otherwise) C+C warrants that they are authentic and free from material defects at the time of delivery. Any further warranty, in particular for the long-term condition of the materials or suitability for a particular purpose, is excluded to the extent permitted by law.

For commissioned works, C+C warrants that the work corresponds to the agreed concept, design, and specifications at the time of delivery.

With respect to the goods and commissioned works, C+C shall not be liable for minor variations in colour, form, or surface structure that are inherent to the creative process, or subjective aesthetic preferences or artistic interpretation.

Scope and Duration of Warranty

In the event of a defect, C+C shall, at its discretion, repair the defect, replace the defective item, or refund the purchase price. Slight variations in colour, form, or artistic expression compared with descriptions, images, or sketches do not constitute defects.

The warranty does not cover normal wear and tear, damage caused by improper handling, installation, or use contrary to C+C's instructions, or modifications made by the Customer or third parties.

The warranty period shall be two (2) years from the date of delivery of the goods or completion of the commissioned work, unless mandatory Swiss law provides a longer period.

The Customer's mandatory rights under Swiss law, including those arising under Articles 197 et seq. and 367 et seq. of the Swiss Code of

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.

Obligations, as well as the Swiss Product Liability Act (*PrHG*), remain unaffected.

Customer Responsibility

The Customer shall use the Products with due care and in accordance with C+C's instructions. C+C shall not be liable for damages resulting from misuse, improper installation, or modification of the Products by the Customer or third parties.

This clause does not affect the Customer's statutory rights under Swiss law, including rights arising from defective goods or works under Articles 197 et seq. and 367 et seq. of the Swiss Code of Obligations or from the Swiss Product Liability Act (*PrHG*).

Liability

C+C shall be liable for damages caused intentionally (*Vorsatz*) or through gross negligence (*grobe Fahrlässigkeit*).

C+C's liability for damages caused by ordinary negligence shall be limited to the foreseeable damages typical for such transactions and shall in no event exceed purchase price of the Products or services concerned. This limitation does not apply to damages caused by wilful misconduct, gross negligence, or to injury to life, body or health, or to statutory warranty rights.

C+C shall not be liable for any indirect or consequential damages, such as loss of profit, loss of enjoyment, or loss of data, except where mandatory Swiss law provides otherwise.

Nothing in these Terms shall exclude or limit the Customer's statutory rights under Swiss law, including rights arising from defective goods or works under Articles 197 et seq. and 367 et seq. of the Swiss Code of Obligations or from the Swiss Product Liability Act (*PrHG*), nor any liability for death or personal injury.

XIV. Data Protection

C+C processes personal data of the Customer in accordance with the applicable data-protection legislation, in particular the Swiss Federal Data Protection Act (*FADP*) and, where applicable, the EU General Data Protection Regulation (*GDPR*).

The nature, purpose, and scope of the personal data collected and processed in connection with the order, delivery, and customer relationship are described in C+C's **Data Protection Policy**, which forms an integral part of these Terms.

The current version of the Data Protection Policy is available on C+C's website at www.philippeccramer.com/DataProtectionPolicy or will be provided to the Customer upon request.

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.

XV. Force Majeure

C+C shall not be liable for any failure or delay in the performance of its obligations caused by events beyond its reasonable control, including but not limited to natural disasters, fire, flood, pandemic, war, terrorism, strikes, lockouts, transport or supply-chain disruptions, power failures, or governmental actions.

If such circumstances prevent or delay delivery, C+C shall inform the Customer as soon as reasonably possible. The delivery period shall be extended by the duration of the event plus a reasonable start-up period.

If the event continues for more than 60 days, either party may withdraw from the contract without liability, provided that no delivery has yet taken place. Any payments already made for undelivered Products or unperformed services shall be refunded.

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.

XVI. Governing Law and Jurisdiction

These Terms will be governed by and construed in accordance with Swiss law, to the exclusion of its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any disputes arising out of or in connection with these Terms or the contractual relationship will be subject to the exclusive jurisdiction of the courts of Geneva, Switzerland.

For consumers with domicile in Switzerland, mandatory provisions on jurisdiction and consumer protection (in particular Art. 32 CO) remain unaffected; the Customer may also bring claims before the courts of their domicile.

XVII. Severability and Amendments

Should any provision of these Terms be or become invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid one that most closely reflects the economic intent and purpose of the original.

C+C reserves the right to amend these Terms at any time. The version in effect at the time the Customer places the order shall apply. Changes will be published on C+C's website or communicated to the Customer in writing where appropriate.

XVIII. Contact Information

For questions, complaints, warranty claims, or data-protection matters, the Customer may contact C+C at:

Cramer + Cramer Sàrl

Address: 8 rue de la Muse, CH – 1205 Geneva.

Tel.: +41 22 321 48 12

E-mail: info@philippeccramer.com

Website: www.philippeccramer.com