

OUTSIDE IN, ITEN & CO.

General Conditions of Sale (GCS)

18.05.2021

1. Scope

These general conditions of sale ("GCS") apply to all contracts of sale, services and other services of the company OUTSIDE IN, ITEN & CO. (hereinafter referred to as "OUTSIDE IN") for goods purchased which are branded ROLAND ITEN.

These general conditions replace and cancel all previous versions. We reserve the right to modify these GCS at any time, without notice. The most recent version currently in force is the version which appears on the ROLANDITEN.COM website.

2. Parties

Outside In, Iten & Co. is a partnership owned by Roland Iten and Carol Galiano-Iten and is active in the creation, design and development of consumer products in the luxury, consumer and industrial sectors.

The trademark ROLAND ITEN is owned by Roland Iten who creates mechanical men's accessories which bears the trademark, and are exclusively developed, manufactured and assembled by Montanari SA under contract with Outside In, Iten & Co.

OUTSIDE IN handles all liaison with the client, however, Invoicing and payment for goods sold, as well as transport of the goods sold is handled by MONTANARI SA under contract with Outside In, Iten & Co.

The Parties together are known as MONTANARI/OUTSIDE IN.

3. Offers

Unless otherwise agreed, offers are non-binding until the written order confirmation by OUTSIDE IN. In the event of a discrepancy between the order confirmation, the offer and these general conditions, the hierarchical order between said texts is as follows:

- order confirmation;
- the offer;
- the general conditions.

4. Price

Unless otherwise specified, prices are net excluding VAT and other incidental costs.

OUTSIDE IN reserves the right to adapt its prices in the event of fluctuation in the price of raw materials, addition items or variations in the exchange rate.

5. Conditions of Payment for sales of finished goods

- 70% of the agreed price is required to commence the manufacture of the goods invoiced.
- The remaining 30% is due within 10 days of notice that the goods are ready to be transported. Goods will be transported within 5 days receipt of the final payment.
- All goods remain the property of MONTANARI/OUTSIDE IN until the full value stated on the invoice is paid.
- If the Retailer / Buyer does not meet the 2nd payment deadline, within 2 weeks of the notification that the goods are ready for transport, he is required, without formal notice, to pay an interest of 5% per annum on the remainder due.

6. Modification and/or cancellation of order

In the event that the Retailer / Buyer wishes to increase the order quantities, 70% of the agreed price for the additional pieces ordered for manufacture will be invoiced at the time of the request. In the event a Retailer / Buyer wishes to modify his order (add a special engraving, special colour, etc.) the additional cost for this modification will be invoiced at the time it is requested. Advance payments for additional pieces and/or modifications are due within 10 days of invoicing. Once an order is placed and the pre-payment of 70% is received to commence the manufacture, the order can not be decreased or cancelled.

7. Delivery times and quantities delivered

The quantities and the delivery deadlines are quoted for each order individually.

Our delivery commitment is binding, however, it may be extended for an appropriate period in particular, but not exclusively in the following cases:

- when the circumstances of Clause 6 modifies and/or extends the time for the manufacture of the goods and subsequently causes a delay in the execution of deliveries or services; under such circumstances a new delivery time will be communicated to the Retailer / Buyer at the time of the additional payment.
- when restrictive circumstances affecting the manufacture of the goods are inflicted by a third party without MONTANARI/OUTSIDE IN being able to rule them out despite the attention required by the circumstances, such as a delay from a supplier in delivering a certain component needed in the manufacture of the goods.
- when the Retailer / Buyer is late in carrying out the work incumbent on him, or in fulfilling his contractual obligations, in particular if the buyer does not comply with the payment terms.

8. Terms of delivery

All costs of transport, delivery and insurance as well as customs fees and taxes are the responsibility of the Retailer / Buyer. This rule also applies in the event of return of the object of the sale, unless otherwise agreed in writing between OUTSIDE IN and the Retailer / Buyer.

OUTSIDE IN must be informed in good time of any special requirements relating to transport and insurance. The customer assumes the risks of transport.

The profits and risks pass to the Retailer / Buyer at the latest when the transport leaves the MONTANARI facility.

When the order confirmation relates to several items, OUTSIDE IN is authorized to invoice separately and deliver separately the different items of the sale.

9. Warranty due to manufacturing defects

The warranty for defects is limited to the repair or replacement of parts showing a proven manufacturing or material defect.

10. Exclusion of guarantees for defects

The right to the guarantee and the responsibility of MONTANARI/OUTSIDE IN is excluded if the defect is not attributable to MONTANARI/OUTSIDE IN, in particular, if the part has been used by the Retailer / Buyer and / or by his auxiliaries in an inappropriate manner, in the event of inappropriate storage conditions, natural wear and tear, as well as any other cause not attributable to MONTANARI/OUTSIDE IN. Likewise, the right to the guarantee expires if the Retailer / Buyer, in the event of a defect, does not take all appropriate measures to reduce the damage and / or does not give MONTANARI/OUTSIDE IN the possibility of remedying the defect. For full warranty terms and conditions please visit the Service section of our website at: <https://rolanditen.com/manufacture/>

11. Complaints for defects and notice period

The goods must be inspected immediately after purchase. Any found defects must be the subject of a written complaint and the product for repair or replacement of parts suspecting a manufacturing or material defect must be returned within 3 months from the date of receipt of goods. If the Buyer fails to give the aforementioned notices of defects and/or return for repair within this 3 month time period, the delivery and service are deemed to have been accepted.

12. Liability for ancillary obligations

MONTANARI/OUTSIDE IN can only be held liable in the event of fraud or serious misconduct. This provision applies in particular to damages in connection with the provision of services, advice or a breach of ancillary obligations.

13. Exclusion of all other responsibilities of OUTSIDE IN

All cases of breach of contract and their legal consequences as well as all claims of the buyer, regardless of the legal basis, are fully regulated in these general conditions. In particular, all claims for compensation, reduction in price, cancellation or termination of the contract which are not expressly reserved by it are excluded.

14. Applicable law / Place of jurisdiction

Swiss substantive law applies to all disputes between OUTSIDE IN and its contractual partners. The place of jurisdiction is the seat of OUTSIDE IN, ITEN & CO.