

## **General terms and conditions (version 17 March 2025)**

These general terms and conditions are part of the contractual documentation entered into by and between Highwood Interiors, En Chaponneyres 2, 1800 Vevey (hereinafter **Highwood**) and the client (hereinafter the **Client**). Terms beginning with a capital letter in these general terms and conditions have the meanings assigned to them in these terms and conditions.

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### **A. Services and deadlines**

#### **1. Duty of care**

Highwood undertakes to perform its services to the best of its abilities. Highwood undertakes to act as the Client's trusted advisor.

#### **2. Instructions**

The Client is entitled to give instructions to Highwood. Such instructions must be related to the project. In the event the Client's instructions or concepts change or request further assistance, additional costs may be incurred for Highwood's services (including in the case of a lump sum). Instructions are validly given to Highwood when accepted by the latter. In the absence of acceptance, Highwood assumes no obligation to consider any instructions given by Client, including in urgent cases.

#### **3. Collaboration**

The Client shall timely provide all necessary information for the proper execution of Highwood's services. The Client shall not instruct or assign any work related to a project involving Highwood to third parties without its prior written consent.

#### **4. Client's status**

If the Client is a company, Highwood may validly receive instructions from any individual listed in the commercial register (including those who ordinarily have collective signing authority, or no signing authority rights) or any person involved in handling the matter within the Client's structure including those not listed in the commercial register. If necessary, the contractual documentation (including these general terms and conditions) shall serve as the power of attorney granted by the Client in favor of such person(s).

#### **5. Quotations**

All quotations provided to the Client are non-binding and can be withdrawn unless confirmed in writing by Highwood.

If the Client allows Highwood to commence any services, such services shall be deemed to have been provided under the terms specified by Highwood to the Client.

#### **6. Deadlines**

Any deadline given to the Client is provided for indicative purposes only and is non-binding. The Client may not refuse services and/or goods even if delivered after the indicated deadline. The Client may not file any claim

against Highwood from non-compliance with deadlines provided.

### **B. Fees and further costs**

#### **7. Fees and costs**

Highwood's compensation may be (i) a percentage of the total amount of the Client's project (including but not limited to construction, furnishing costs and/or additional work charged by contractors), (ii) based on an agreed hourly rate or (iii) a fixed fee. If additional work is necessary for proper execution of a project, the parties shall mutually agree on the adjustments to the agreement.

Highwood's compensation is exclusive of (without limitation) office expenses, travel and accommodation costs, printing and plotting expenses, consultant fees, site supervision costs, revision drawings, and surveying existing conditions. Such costs will be added to Highwood's fees and be invoiced separately.

Unless otherwise provided in writing between the parties, all amounts due by the Client exclude VAT and/or applicable taxes which shall be added to the final amounts. Unforeseen costs will be added and charged separately to Client.

#### **8. Changes in the course of a project**

The Client shall pay additional fees for extra work done by Highwood due to (i) changes in regulations or governmental requirements and/or (ii) design modifications requested by the Client after approval of a project. Highwood shall inform the Client regarding the nature and costs of the additional work.

#### **9. Invoicing**

All invoices issued by Highwood shall be paid within 14 days following issuance. If payment is not made within such period, the Client is in default without further notice. Should no payment be made within a 30 days period following issuance of an invoice, Highwood may address a payment reminder to the Client. An amount of CHF 20.- (VAT included) may be charged by Highwood for any payment reminder. In any case, a 5% (five percent) interest is due to all overdue amounts.

All collection costs, both judicial and extrajudicial, shall be borne by the Client. If legal proceedings are necessary, the Client shall reimburse Highwood's legal costs.

### **C. No warranties, deviation, ownership, copyrights and exclusivity**

#### **10. No warranties**

To the fullest extent permitted by Swiss law, Highwood makes no representations or warranties, express or implied, in relation with its services and/or sales.

In this context, the Client expressly waives any right to claim for defects and acknowledges that Highwood shall not be liable for any hidden or apparent defects, unless Highwood has fraudulently concealed such defects. This waiver shall not impact on any warranties given by a manufacturer other than Highwood.

## **11. Deviation**

Minor deviations between the delivered work and original design shall not constitute grounds for rejection, compensation, or termination of the agreement with Highwood.

Regarding furniture and further items, variations in structure and/or color are inevitable for certain materials (such as wood, marble, leather, textiles, etc.) and may in no case give rise to any claim and/or warranty right. No warranty can be given for color stability under light exposure (such as but not limited to wood, leather, plastics and/or textiles).

## **12. Ownership**

Ownership of items delivered to Client shall only pass to the Client after full payment of all amounts due to Highwood.

## **13. Copyrights**

Highwood retains ownership of all designs, sketches, reports, and other project documents. The Client may in no case request ownership on such work. Highwood holds the right to publish, reproduce, and execute their designs. The Client may not replicate or commission copies of Highwood's work without prior consent. Highwood reserves the right to use projects images, pictures for marketing purposes without revealing Client's identity.

## **14. Exclusivity**

Highwood is free, during the entire duration of the contractual relationship with the Client, to provide services to third parties including potential competitors.

## **D. Termination**

Both the Client and Highwood may terminate an assignment prematurely by written notice to the other party stating the reason. In case of termination, Highwood shall be entitled to 100% of the fees for work completed at the time of termination and full reimbursement of all costs incurred due to commitments made for the project.

In case of sales, the Client may not terminate the agreement and shall accept delivery of the purchased item and pay its price. Highwood may at its sole discretion terminate a sale agreement at any time in case an item is no more available at its supplier or in case of variation of the purchase conditions.

Should third parties be involved in a project and outstanding amounts due to them by Highwood, such amounts shall be entirely paid to Highwood no matter the termination reason.

## **E. Miscellaneous**

### **15. Subcontractors**

Highwood is authorized to collaborate and work with third parties and subcontractors in the performance of all or part of the services for the Client.

### **16. Limitation of liability**

To the fullest extent permitted by law, the Client waives any all claim against Highwood for the services rendered. In this context, Highwood may in no case be held liable (including to any third party) for any damage, including indirect or consequential damages such as loss of profit, savings, production, contracts, or business opportunities related to the services rendered. Highwood may never be responsible for delays, defects and/or any other damage whatsoever caused by third parties either.

### **17. Amendments**

Highwood has the right to modify these general terms and conditions at any time. Highwood shall inform the Client appropriately (such as via email).

### **18. Applicable law and jurisdiction**

These general terms and conditions are exclusively governed by Swiss law and shall be interpreted in accordance with Swiss law, excluding conflict of law rules. Any dispute, controversy, or claim arising out of or in connection with these general terms and conditions shall be settled by the ordinary courts of Vevey, Switzerland (Vaud).