

RALPINE DESIGN

CONDITIONS OF COMPANY CONTRACT



Name of company:

Leeman Design (Trade name Ralpine Design).
Address: Route de Bois-du-Bay 105, 1242 Satigny
IDE : CHE-339.886.960

Tel: 0041 762654668
E-mail: rob.leeman@ralpinedesign.com
Web: www.ralpinedesign.com

Main company contact: Mr. Rob Leeman

- 1 **Price** - Unless otherwise stated in the Proposal VAT is included and will be charged to the Client within the costings within the Ralpine Design's invoice. Unless stated otherwise in the Proposal, additional costs incurred on project business will be charged additionally, subject to prior approval of such expenses by the Client.
- 2 **Time and Method of Payment**- Payment shall be due within 30 days of the date appearing on the invoice. Payments are made via bank transfer to the account information detailed within the invoice. If work to be performed under the contract is not completed within one month Ralpine Design shall be entitled to render an account at the end of each and every month during which the Work is undertaken. If the payment of any sum due under this contract shall be delayed by the Client Ralpine Design shall be entitled to charge interest at a rate of 8% per month on the amount of the delayed payment for the period of the delay. Once a final quotation for the work rendered has been agreed upon in writing by the client Ralpine Design will issue an invoice for the initial deposit. Initial deposits cover the design consultation costs and the purchasing of materials to start construction. Final payment will only take place once the piece is either delivered or installed.
- 3 **Confidentiality** - All information communicated by the Client in connection with the Work shall be treated by Ralpine Design as strictly confidential and such information shall not be made known to any person other than a person who is necessarily involved in the Work. No use will be made of the information other than in the performance of the Work. The obligations in this clause 3 shall not apply to any information which (a) was known by Ralpine Design before being imparted to it by the Client; or (b) is publicly available or becomes publicly available through no act or omission of Ralpine Design or (c) Ralpine Design is required to disclose by order of a court of competent jurisdiction.
- 4 **Publication** - Neither Ralpine Design nor the Client shall use the name of the other in any publicity material nor publish anything related to the Work without the prior written permission of the other (such permission not to be unreasonably withheld).
- 5 **Disclaimer Liability**
 - 5.1 Ralpine Design will exercise all reasonable care and skill to ensure the accuracy of the advice, information, Design Proposals and Items provided by Ralpine Design in connection with the Work.

- 5.2 The Client acknowledges that design development work and subsequent design solutions are largely untested, but given based on experience and understanding of constraints to the best of our knowledge but may require revision. Even though every effort will be taken to ensure complete client satisfaction, we are legally required to state that Ralpine Design does not warrant that design development and solutions prior to installation of a bespoke piece of furniture will produce results that are satisfactory to or expected by the Client.
- 5.3 The warranty contained in the clause is lieu of all other conditions and warranties, express or implied by statute, common law or otherwise, including, but not limited to, the implied terms as to fitness for purpose or merchantable quality of any article produced as a result of this contract other than those which may not lawfully be excluded. The limitations contained in this clause extend to any agent or agents of Ralpine Design and is made for and on behalf of such agent or agents.
- 5.4 In respect of the Work Ralpine Design warrants that there are no infringements of third party rights whatsoever known by Ralpine Design to be existing or pending at the date of this contract and hereby warrants to take reasonable care to ensure that no infringement take place.

6 Risk

- 6.1 Unless otherwise specified in the Design Proposal and initial quotation the price of goods and/or work is Ex-Works and as such the goods shall be at the sole risk of the Client from the time they are leave suppliers, third party manufacturers, or sub contractors premises which shall be the time of delivery.
- 6.2 Where Ralpine Design delivers goods to the Client's premises or elsewhere as directed by the Client, the goods shall be at the sole risk of the Client as from the time of delivery as aforesaid in this sub-clause.
- 7 Ralpine design does not hold any responsibility for the construction of its designs by third parties or sub contractors. All liability remains with the manufacturer or sub contractor and the Client agrees that any issues arising from construction reside with the third party manufacturer sourced by Ralpine Design on their behalf.

7.1 Delivery

- 7.2 Ralpine Design will use its reasonable endeavours to comply with any date or dates for despatch or delivery of the goods or completion of the Work and such date or dates shall constitute only statements of expectation and shall not be binding. Time shall not be of the essence. Failure to despatch or deliver the goods or complete the Work by such date or dates shall not constitute a breach of contract and the Client shall not be entitled to treat the contract as thereby repudiated or to rescind it or claim compensation for such failure or for any consequential loss or damage resulting therefrom.
- 7.3 Should expedited delivery of goods or services be agreed and necessitate overtime or other additional cost, an extra charge may be made over and above that shown in this contract.
- 7.4 Should the Work be suspended at the request of or delayed through any fault of the Client for a period of thirty days or more Ralpine Design shall in that event be entitled to payment for work already carried out and materials specifically purchased in connection with this contract.
- 7.5 Force Majeure - If Ralpine Design is prevented or hindered from supplying goods or any part thereof or completing the Work by any circumstances beyond its control, including (without limiting the foregoing) the securing of labour, materials or supplies, Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause the contract shall be subject to cancellation or variation but Ralpine Design shall not have any liability to the Client for any direct or consequential loss or damage (including loss of profit) suffered by the Client as a result.
- 8 **Reservation of Title** - The goods or reports comprised in this contract shall remain the property of Ralpine Design until the purchase price and any other

monies due from the Client to Ralpine Design shall have been paid or satisfied in full.

9 **Client's Property**

9.1 Where property is required for modification, used as a model for reproduction, or correct sizing of new items: Except where loss or damage arises from the negligence of Ralpine Design its servants or agents, property supplied to Ralpine Design by or on behalf of the Client, will be held and worked upon by the company at the Client's own risk. Such property may be retained by Ralpine Design unless its return is requested by the Client. The client shall provide such information about hazards likely to arise from the work as may not be reasonably expected to be within the knowledge of Ralpine Design.

9.2 The Client undertakes to take steps sufficient to ensure so far as reasonably practicable that any item designed, constructed or modified in reliance on the Work is modified as to be safe and without risks to health when properly used and in particular but without prejudice to the generality to the foregoing that such article or process complies with all relevant health and safety, consumer and other legislation and regulations.

10 **Indemnity**

10.1 Neither Ralpine Design nor its agents shall be liable for any loss or damage that may arise, including any indirect, special or consequential loss or damage or loss of profit, in connection with or arising from this contract, except such loss as shall result directly from the negligence of Ralpine Design or its agents. In any event the remedies of the Client shall be limited to damages and under no circumstances shall the liability of Ralpine Design exceed the price payable to it under this contract.

10.2 The Client shall indemnify and keep indemnified Ralpine Design and its agents against injury (including death) to any persons or loss of or damage to any property (including the Work) including any indirect special or consequential loss or loss of profit, which may arise out of the act, default or negligence of the Client, its employees or agents in consequence of this contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

11 **Copyright**- Copyright in all original designs, proposals, reports and other written matter whether pursuant to the Work or otherwise remains vested in Ralpine Design but Ralpine Design shall grant to the Client free of charge for the applications or field of use specified in or covered by the Work, use of such designs, proposals, reports or other written matter.

12 **Intellectual property rights** - Unless Ralpine Design and the Client agree to the contrary, all intellectual property rights in any invention, method, process, technique or know-how developed or created as part of the Work shall vest in Ralpine Design but Ralpine Design shall grant the Client, for the applications or field use specified in or covered by the Work, a permanent royalty-free licence to use the invention, method, process, technique or know-how developed.

13 **Termination** - Either party shall be entitled forthwith to terminate this contract by written notice to the other if:

13.1 That other party commits any continuing or material breach of any of the provisions of the contract and in the case of such a breach which is capable of remedy fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

13.2 An administrative receiver or a receiver is appointed over any of the property or assets of that other party;

13.3 That other party takes any voluntary arrangement with its creditors or becomes subject to an administration order;

13.4 That other party goes into liquidation except for the purpose of an amalgamation reconstruction or other reorganisation and in such a manner that Ralpine Design resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under this contract;

- 13.5 Circumstances analogous to any of the foregoing occur in relation to that other party; or
- 13.6 That other party ceases or threatens to cease to carry on the business.
- 14 **Law** -This contract shall be governed by and constructed in accordance with the Laws of the respective country/Canton in which the work is undertaken and shall be subject to the jurisdiction of the relivent courts.
- 15 **Entire Agreement**- This contract shall constitute the entire agreement between Ralpine Design and the Client to the exclusion of all other terms and conditions.
- 16 **Communications**
- 16.1 All communications to Ralpine Design shall be sent to Ralpine Design at its registered address or via email.
- 16.2 All communications to the Client shall be sent to the address appearing overleaf unless some other address has been notified in writing to Ralpine Design.

Main company contact signature: _____ (Rob Leeman)