

Piano Sigrist GmbH Im Tobel 4 CH-8340 Hinwil

General terms and conditions AGB

(Translation of the German AGB – The German version is binding)

Art.1 Scope of application

The General Terms and Conditions (hereinafter "GTC") of Piano Sigrist GmbH apply to all legal relationships between Piano Sigrist GmbH and its private, non-commercial customers as well as institutional customers (hereinafter "customer"). They govern the rights and obligations of Piano Sigrist GmbH and its clients, insofar as and to the extent that these are not otherwise regulated in individual contracts. Any terms and conditions of the client that conflict with these GTC shall require the express written confirmation of Piano Sigrist GmbH in order to be valid.

The GTC may be amended by Piano Sigrist GmbH at any time.

Art. 2 Customer service / Support

For questions and concerns, the employees of Piano Sigrist GmbH are available by telephone from Monday - Friday from 09:00 until 17:00.:

Piano Sigrist GmbH
Im Tobel 4
8340 Hinwil

Telephone: +41 44 391 25 25

E-Mail: musik@pianosigrist.ch

Art. 3 Field of activity

The activities of Piano Sigrist GmbH include tuning, repairs, sales, trade-ins, rentals, transports, storage, expert opinions on pianos and grand pianos and expert opinions in court cases.

Art. 4 Cost settings

Unless otherwise stated on the offer, cost statements and cost calculations subject to Art. 3 shall lapse after 90 days if they have not yet been accepted in writing and signed.

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Art. 5 Order placement

An order must be placed with Piano Sigrist GmbH in writing or by electronic media. For oral order placements, the client shall bear the risks of incorrect or incomplete order transmission.

a) All offers from Piano Sigrist GmbH (namely in catalogues, price lists, tariffs or in the online shop) represent a non-binding invitation to the customer to purchase products/services from Piano Sigrist GmbH. By placing an order, the customer makes a binding offer to conclude a contract. Any automatically generated order confirmation indicates to the customer that the order has been received by Piano Sigrist GmbH, but does not constitute acceptance of the offer. A contract is only concluded through the express declaration of acceptance by Piano Sigrist GmbH or through (arranging for) delivery of the ordered products.

b) In the case of an online/telephone order, the customer has the opportunity to view the GTC in advance at www.pianosigrist.ch/agb. Orders placed online/by telephone shall only be concluded on the basis of these General Terms and Conditions, which shall be deemed to have been accepted at the latest when the products are accepted.

c) Accessories that appear in a product image but are not explicitly listed as part of the item are not part of the product offer.

Art. 6 Cancellation of service appointments

Service appointments (tunings, repairs and deliveries) at the customer's premises are fixed in advance in consultation with the customer and must be adhered to. If the customer has to postpone the appointment, the following conditions apply:

Up to 2 working days before appointment → Free postponement/cancellation possible

1 working day or less (incl. missing an appointment) → the entire effort on the part of Piano Sigrist GmbH will be invoiced (min. CHF 230.-)

Art. 7 Time registration

All repairs and work on instruments are subject to a recorded timekeeping. In this context, the procurement and liability of materials and the necessary documents of third parties are exempt, subject to reservation in the event of untimely processing and receipt thereof.

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Art. 8 Prices

The price shall be calculated as a lump sum or according to expenditure. The prices specified in the written order confirmation are fixed prices. The price does not include additional costs or additional services which arise in the interest of the client as well as unforeseen defects on the instrument. Piano Sigrist GmbH may demand advance payments from the client for material purchases or customs expenses. There shall be no price fixing for purchases of goods abroad or due to currency-related changes.

Art. 9 Delivery dates

Delivery dates are for information purposes only. The delivery date shall be postponed accordingly if obstacles occur which cannot be averted despite due care.

Failure to comply with delivery periods and dates shall not entitle the customer to withdraw from the order or to claim damages. In the event of late delivery, the customer may set a reasonable grace period. If the delivery does not arrive by this deadline, the customer may withdraw from the contract and, if necessary, claim damages.

Art. 10 Warranty

A guarantee period of two years from the date of invoice applies. A warranty period of five years from the date of invoice applies to new acoustic instruments (according to the warranty certificate of the respective manufacturer).

Should a product purchased from us show a defect during this period which has not been caused by excessive use or exceptionally heavy wear, Piano Sigrist GmbH will pay the repair costs or arrange for replacement with an equivalent unit.

Consumables such as batteries, rechargeable batteries, tubes, strings, any wearing parts, etc. are excluded from the guarantee.

Important: Please be sure to keep the invoice.

The guarantee is a "bring in" guarantee, i.e. the costs for returning the defective unit to Piano Sigrist GmbH are the responsibility of the customer. Except if the "Premium" delivery option was selected.

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Art. 11 Terms of payment

Invoices shall be paid by the agreed deadline after the invoice date.

If the customer fails to meet the agreed payment deadlines, reminder costs may be charged.

Piano Sigrist GmbH shall remain the owner of the goods delivered by it (in particular consignment goods) until they have been paid for in full. The Purchaser authorises Piano Sigrist GmbH to enter the ownership in the official register and to fulfil all formalities in this respect.

Art. 12 Liability

Piano Sigrist GmbH shall not be liable if the work could not be started at the agreed time if:

- the instrument could not be delivered by the transport company
- the instrument was damaged during transport
- there is no contract that meets the deadline
- the agreed advance payment has not been made

Art. 13 Defects

Complaints due to defects or due to incomplete or incorrect delivery must be notified to us in writing without delay, at the latest 10 days from the invoice date.

In case of defects, the buyer can choose: He can cancel the purchase, demand a price reduction or a replacement. In the case of special orders of goods according to specifications, non-stock instruments, repairs and special orders, no withdrawal from the purchase is justifiable.

Art. 14 Insurance

Tenants and users of third-party instruments are obliged to provide sufficient cover for the agreed sum insured. The owner can take over this in the case of a short-term rental, with additional costs.

Art. 15 Place of jurisdiction and applicable law

All disputes between the parties in connection with these GTC are subject to Swiss law.

The place of jurisdiction is Hinwil, Zurich.

Hinwil, 07.03.2023