

Conditions of Cooperation with Business Partners

.....
(company name)

.....
(VAT number)

.....
(address)

.....
(phone number)

.....
(e-mail address)

.....
(website address)

Referred to as **Trade Buyer** in the contract

Beliani (Switzerland) GmbH

CHE-462.179.861

Haldenstrasse 5

6340 Baar, Switzerland

Referred to as **Seller** in the contract

Definitions

1. Seller – Beliani Company
2. Trade Buyer – a company taking part in a transaction
3. Buyer – the Trade Buyer's client
4. Provider – a courier company

Deliveries and Payments

1. Information about the dispatch of goods will be provided to the Buyer via email. The Buyer is obliged to be at the delivery address on the arranged delivery date. In the absence of the Buyer, the Trade Buyer bears the costs of redelivery or return of the goods.
2. The Buyer can request the courier company to deliver the goods to an alternative address, or to leave them at the front door without signing the delivery documents. The Buyer must provide written consent, which the Trade Buyer shall forward to the Seller by email.
3. The Buyer is obliged to check the condition of the outer packaging upon delivery. If the Buyer finds damage to the packaging, the Buyer should inspect the goods with the courier for any further damage. If the courier refuses to allow inspection, it is recommended that the Buyer refuse the delivery and report the issue to the Seller.
4. If the Buyer decides to accept a damaged delivery, they should complete a damage report and note down the damage. Transportation damage not recorded by the courier company at the time of delivery will not be accepted as a claim; any such claim made by the Trade Buyer will be rejected.
5. All manufacturing defects should be reported within the first 48 hours after receipt of the goods.
6. When returning or exchanging goods within the first 14 days after receipt, the Buyer is obliged to pack the product in its original packaging, or in alternative packaging that will properly protect the goods in transit. The Trade Buyer is responsible for informing the Buyer of these return conditions.
7. When returning or exchanging goods after the first 14 days, the Buyer is obliged to return the goods in brand-new condition and in their original packaging. The

Trade Buyer is responsible for informing the Buyer of these return conditions.

8. Deliveries are made within Switzerland only. Depending on the delivery location, additional shipping costs may apply.

Returns

1. The Buyer can return an order within the first 14 days after receipt of the goods. Returns are accepted if the goods are unused, in brand-new condition, and packed in the original packaging in a way that secures them properly for transit. Each return request is reviewed individually by the Customer Service Team.
2. The goods must be packed securely, prepared for transit, and placed on the curbside for collection. If the original packaging is not available, the Buyer is obliged to provide suitable alternative packaging that secures the goods for transit. Goods originally delivered on a pallet must be returned on a pallet in the same way, and likewise placed on the curbside.
3. The Seller will arrange collection of the goods with the courier company within 14 days of receiving the return request. If the Trade Buyer arranges the collection instead, they must still inform the Seller in order to receive a return number, as goods can only be accepted for return once a return number has been issued. For return enquiries, please contact mail@beliani.ch.
4. If the Seller arranges the return with the courier company, the Trade Buyer must agree the collection date with the Buyer and inform the Buyer of the proposed date without delay. The collection date should be confirmed, declined, or changed by 3 p.m. on the day it was scheduled; if none of these steps are taken, the collection will take place on the next business day.
5. Once the collected package is delivered to the Seller's warehouse, the Trade Buyer will receive a refund within 7 working days, using the same payment method used for the original purchase. The refund will be reduced by any return costs or other costs specified in the agreement. If the returned product is damaged or shows signs of use, the Seller reserves the right to charge the Buyer for replacement parts, or to reduce the refund value of the product accordingly.
6. If the Buyer fails to meet the agreed collection date, the Trade Buyer will be charged the return costs again.
7. The Trade Buyer is responsible for return costs. An amount equivalent to the cost of returning the goods to our warehouse in Wietzendorf, Germany, will be

deducted from the refunded amount.

Claims

1. Each claim must be reported to us by the Trade Buyer, together with the following:
 - a. photos or videos showing the damage or defects, along with the whole product and its original packaging with the label visible;
 - b. a brief description of the problem;
 - c. the order number.
2. The Trade Buyer is responsible for submitting claims to the Seller. Claims submitted directly by Buyers will not be reviewed.
3. The warranty entitles the Trade Buyer to a free repair if the Seller does not replace the damaged product or part. Small parts with a value of up to 20 EUR (for example, hardware, slats, or bed feet) will be replaced free of charge at the Trade Buyer's request.
4. The warranty covers manufacturing defects only. Damage resulting from wear and tear, ageing, or improper handling is excluded from the warranty, and claims relating to minor damage of this kind will not be accepted. The Seller shall not be responsible or liable for any failure or delay in performing its obligations under this agreement where this arises, directly or indirectly, from causes beyond its reasonable control – for example, damage caused by natural forces or the actions of a third party which could not reasonably have been foreseen or prevented, even with every precaution taken.
5. The Seller provides a 24-month manufacturer's warranty.
6. In the event of a warranty claim, the Trade Buyer decides whether the faulty part should be returned to and replaced by the Seller, or whether the Trade Buyer will instead offer the Buyer a discount. The Trade Buyer is responsible for deciding on the most appropriate solution, taking the financial impact into account.
7. In all other cases, the terms of the warranty are decisive, as set out at:
 - beliani.ch/content/warranty
 - beliani.ch/content/terms-and-conditions
8. The transportation warranty applies where the Trade Buyer selects this service when placing the order. The courier company will not cover the cost of transportation damage that was accepted by the Buyer without being noted on the damage report. Where an additional transportation warranty has been

purchased, damage may be reported at a later date; in this case, the Seller and the Trade Buyer must agree which party is responsible for the damage. If the Buyer refuses to accept delivery due to transportation damage, the Trade Buyer will receive a full refund. If the Buyer accepts the goods despite visible damage, the following rules apply:

- a. With an additional transportation warranty: the Trade Buyer bears the return costs; the Seller provides a free replacement or repair and covers the cost of resending the order.
 - b. Without an additional transportation warranty: the Trade Buyer bears the costs of return and redelivery; the Seller will replace or repair the product for an additional charge.
 - c. The Seller is not obliged to refund the cost of the transportation warranty where no damage has occurred.
9. Any matter not covered by this agreement is set out in the Terms and Conditions: beliani.ch/content/terms-and-conditions

Confidentiality Clause

The Parties acknowledge that the existence and terms of this Agreement, and any oral or written information exchanged between the Parties in connection with its preparation and performance, are regarded as confidential. Each Party shall maintain the confidentiality of all such information and shall not disclose it to any third party without the other Party's prior written consent.

Contact

- Claims, tracking, and stock enquiries: mail@beliani.ch
- Customer service-related issues: mail@beliani.ch
- Photos, videos, product descriptions, stock, and prices: partners@beliani.com

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(date and signature)