

# Furniture as a Service\_Service Description

#### 1. General provisions

This service description is applicable to the service 'Furniture as a Service (FaaS)', which is offered as an option within the scope of the main usage relationship ('usage'). It applies in addition to the existing contract, must be reviewed and replace all previous versions. The service provider and contractual partner for the service is the company Lista Office Sales AG at the Location in CH-9113 Degersheim.

### 2. The provider's services

#### 2.1. General

With the FaaS service, the user can equip their office with office furniture within the usage model throughout the performance duration. To this end, the provider furnishes 'bundles' made up of several individual items of furniture for specific operational purposes. The respective available bundles incl. the applicable prices are described in an 'FaaS Catalog'.

### 2.2. Scope of service

The service comprises:

- Usage, exchange, supplementation or replacement of furniture for the duration of the agreement
- Transport, set-up and installation of furniture at the start and for the duration of the agreement
- Dismantling and removal at the end of usage
- Maintenance and repair in the event of malfunctions

#### 2.3. Condition of the furniture

The furniture is either in a brand-new or as-new condition. There is no requirement to deliver brand-new goods.

### 2.4. Changes to the scope of service

The scope of service can be increased by the user at any time. Delivery for stock goods takes place within ten working days. If the desired goods are not available, the delivery time may extend to 20-30 working days. For a reduction to the scope of service (product return), the provisions in paragraph 6 apply.

### 3. Services and obligations of the user

The user has a duty to use the items carefully. For damage arising from a lack of care or from culpable damage, the user will pay compensation in full. The user is required to inform the service provider immediately in the event of defects that they cannot resolve themselves. The furniture delivered may not be independently relocated to other buildings or premises by the user or used outside of the agreed delivery location.

### 4. Pricing and billing

The respective applicable prices can be found in the current 'FaaS Catalog'. Changes to pricing will be conveyed in writing subject to a notification period of three months. Billing takes place on a monthly basis by the service provider and is a component of the usage fee. Pro rata billing for the first monthly bill cannot be granted. Only deliveries that take place in the third part of the month will be charged in the following month.

# 5. Liability

The service provider assumes no liability if damage arises through the proper use of the furniture and any liability within a legal framework is excluded.

# 6. Duration and termination

The first period of use is at least 6 months within 2 week notice for exchanges/returns. The service fee for exchanges/returns during the initial usage up to 6 months 150.-, thereafter free of charge, but limited to a max of 4 times per year per usage case. Service fee for moving the room boxes during the entire period of usage is within one location for O/One 665 / Q/Four 855 / 2Q 1.250,- and from city to city inland for O/One 965,- / Q/Four 1.155,- / 2Q 1.750. -. For elements with electronic locking, 1xSupermaster- and 3xGroupmastercards for Programming incl. instructions are included. Safe storage of the cards must be ensured otherwise a flat rate of 300,- will be charged if they are lost. All prices are net in CHF, without VAT.