

General Terms and Conditions of Business for the Zwicky Online Shop

General Terms and Conditions of Business of Schweizerische Schälmmühle E. Zwicky AG for all products offered in the online shop.

1. General information and scope

The following General Terms and Conditions of Business (for all products of Schweizerische Schälmmühle E. Zwicky AG and all related accessories or goods on offer) set out the contractual relationship between Schweizerische Schälmmühle E. Zwicky AG (8554 Müllheim-Wigoltingen, Managing Director: Kurt Krucker) – referred to in the following as **EZAG** – and the online orderer (customer). They apply to all orders placed via the online shop of EZAG. Any orders already confirmed cannot be retrospectively changed or cancelled.

2. Prices

2.1 The prices stated on the product page include VAT at the legally applicable rate and any other applicable price components and are quoted in Swiss Francs (CHF).

2.2 The prices quoted for offered products on the day on which a customer places an order shall be applicable to that order. The prices are binding until the order is confirmed by EZAG.

2.3 We reserve the right to change prices on account of taxes, duties, fees or shipping costs.

2.4 Ordered products are delivered at the cost of the customer.

2.5 Where applicable: Shipping costs shall comprise the packaging costs and the postal charges.

3. Conclusion of contract and payment

3.1 The products shown in the online shop do not represent a legally binding offering, but instead are only an offer for conclusion of a contract. This means an invitation to the customer to place a legally binding order.

3.2 By clicking the “Buy” button, the customer places an order and thus makes a contractually binding offer to conclude a contract. Afterwards, the customer will then receive an order confirmation, which is sent to the e-mail address provided by the customer. This e-mail represents the acceptance of the contract by EZAG.

3.3 The products are paid for in advance, i.e. by transferring the total amount (calculated from the stated purchase price including VAT plus all applicable shipping costs) to the bank account of EZAG:

Account name:

Schweizerische Schälmmühle E. Zwicky AG, Online Shop, Müllheim-Wigoltingen

Account number: 89-663386-2

BIC (SWIFT): POFICHBEXXX

IBAN: CH9409000000896633862

Reason for payment (please use exactly this wording): Order no. XXXXXXXXX
(The order number must be provided so that the order can be properly tracked.)

By concluding the contract (point 2.2), the customer/orderer agrees to immediately transfer the full amount to the account of EZAG.

3.4 EZAG will also accept settlement of this amount via payment to the PayPal account of EZAG. The contractual relationships between PayPal and its PayPal customers are based solely on the General Terms and Conditions of Business of PayPal.

3.5 Furthermore, EZAG is also willing to accept payments made via a credit card provided by a bank or by Swiss Post. These payments are processed via our service provider *postfinance*.

4. Delivery

4.1 Delivery is made by shipment of the ordered goods to the address provided electronically by the customer. This is subject to the requirement that this address must be **within Switzerland**.

4.2 Delivery is made expressly only after receipt of payment of the full amount to the account stated under point 2 or, in the case of credit notes, subject to points 2.4 and 2.5 of these General Terms and Conditions of Business.

4.3 EZAG reserves the right to withdraw from the contract after three failed attempts at delivery of the goods for reasons for which the customer/orderer can be held responsible. Any payments made will be refunded, less shipping costs.

5. Right of withdrawal

EZAG is entitled to immediately withdraw from the contract with the customer/orderer if any of the following factual grounds are given after conclusion of the contract:

- Shortages of raw materials
- Incorrect or untimely deliveries to EZAG

This does not apply if the non-delivery is culpably brought about by EZAG itself. Where possible, EZAG agrees to inform the customer/orderer immediately of the unavailability of the service.

Any services already exchanged, in particular the total amount already paid by the customer/orderer, shall be refunded within the period of one week.

6. Warranty

6.1 EZAG shall perform its warranty obligations by remedying any defects. This will be done at the choice of EZAG by supplementary performance, i.e. by delivering goods that are free from defects (replacement).

6.2 If the supplementary performance fails, the customer is entitled to withdraw from the contract. This does not apply to insignificant defects. The right of the customer to a reduction in price is ruled out.

6.3 The customer agrees to check the completeness and condition of goods immediately upon receipt. Any complaints relating to quality or completeness must be communicated to EZAG immediately, at the latest within 48 hours of delivery. Otherwise the delivery is deemed to have been accepted.

6.4 EZAG is not liable for transport damages or for damages due to improper storage of the goods after acceptance by the customer or his auxiliary persons.

6.5 In cases of defects, products shall be returned to Schweizerische Schälmmühle E. Zwicky AG, (address details). Returns shall be shipped at the cost of the customer.

7. Liability

EZAG shall not be liable for contractual violations amounting to acts of simple negligence. The same shall apply to contractual violations by auxiliary persons or substitutes.

8. Retention of title

All the ordered goods remain the property of EXAG until they have been paid for in full.

9. Offsetting

Offsetting against counter-claims of the customer is not possible.

10. Applicable law, place of jurisdiction

These General Terms and Conditions of Business and the corresponding contracts are subject to Swiss law, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The headquarters of Schweizerische Schälmmühle E. Zwicky AG is the place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions of Business and the corresponding contracts.

11. Final provisions

In the event that any of the clauses in these General Terms and Conditions of Business should prove ineffective, the remainder of the contract shall remain effective. The pertinent statutory provisions shall apply in place of any ineffective clause(s).

EZAG is entitled at any time to unilaterally change, adapt or update the General Terms and Conditions of Business set out here. The revised General Terms and Conditions of Business will be published on the website of the online shop of EZAG.

January 2017

Müllheim-Wigoltingen, 1 January 2017