

# General Terms & Conditions

## **1. Scope of application**

The General Terms and Conditions for the Webshop (hereinafter referred to as “GTC Webshop”) apply to all legal transactions of Edigem AG (hereinafter referred to as “Edigem”) that are concluded via the webshop.

With consent, these GTC Webshop shall be deemed accepted by the customer. The version valid at the time of the order is decisive. Any general terms and conditions of purchase or other terms and conditions of the customer are expressly excluded. Via links in the online store, the customer can call up the GTC Webshop when placing an order, save them on his computer and/or view them.

The offer of products and services of the webshop (hereinafter referred to as “offer”) is directed exclusively at customers with their place of residence or business in Switzerland. Deliveries are therefore made exclusively to addresses in Switzerland.

For all product orders requiring a minimum age of 18 years, the customer confirms compliance with this statutory provision by placing the order.

## **2. Information on products, prices and costs, availability and delivery times**

Images of products and product information in the webshop are for illustration purposes only and are not binding. The same applies to

information on individual products, as this is for information purposes only. Only the manufacturer's information (e.g. regarding manufacturer's warranty) is decisive, insofar as this is applicable in Switzerland.

The prices quoted in the webshop are inclusive of the applicable value added tax as well as packaging and transport costs (including insurance premium for transport), unless the customer is explicitly charged certain costs when placing the order.

The prices quoted in our dispatch/order confirmation are decisive. These are fixed at the time of the order. Edigem reserves the right to change prices at any time.

The offer is valid as long as the product can be found via the search engine in the webshop and/or this is still available. All information about availability and delivery time is provided without guarantee.

In any case, Edigem reserves the right to cancel orders without providing a reason.

### **3. Contract conclusion, amendment or cancellation of the contract**

#### **3.1 Contract conclusion**

Edigem generally confirms receipt of the order by automated e-mail within 24 hours, which does not constitute conclusion of a contract. A contract shall only be concluded with the sub-sequent e-mail dispatch confirmation or with the order confirmation for customer goods by Edigem (hereinafter referred to as "dispatch/order confirmation"), in each case in particular with the actual delivery possibility as well as the price after deduction of any redeemed credit balance.

Any credit balances of the customer such as discount codes, vouchers etc. can only be redeemed once.

### **3.2 Delay in delivery**

If a (partial) delivery becomes impossible after the dispatch/order confirmation of the actual delivery possibility as well as of the price, the customer will be informed immediately by e-mail. Only the amount already paid by the customer will be refunded to the customer without interest. Further claims of the customer due to delay in delivery or failure of delivery are excluded (see clause 10).

### **3.3 Changing and cancelling orders**

Edigem accepts subsequent changes or cancellations of the customer's orders until delivery of the dispatch/order confirmation.

After the dispatch/order confirmation of the actual delivery possibility as well as of the price, the customer is obliged to accept the products and services.

### **3.4 Returns/right of revocation**

The customer has no general right to return the ordered products. In the case of products which have been custom made, a return/revocation is excluded. For all other products, the customer may return the product within fourteen (7) calendar days of receipt.

## **4. Delivery date and default in acceptance**

The notification of the delivery date will be sent by e-mail or, if necessary, the customer will be contacted in person in another suitable manner to agree on an individual delivery date. All delivery dates quoted are approximate times. If the customer refuses to accept the products or declares that he does not wish to accept the products after a grace period set for him has expired, Edigem may refuse performance of the contract and claim damages for non-performance. Edigem is entitled to demand either a lump sum of 25% of the agreed purchase price or compensation for the actual damage incurred from the purchaser as damages.

## **5. Delivery**

In the case of delivery to the address provided by the customer, visible differences in quantity must be notified to the freight carrier immediately upon receipt of the goods, and hidden differences in quantity to Edigem in writing within five (5) days of receipt of goods. Complaints regarding damaged or defective packaging as well as partially missing goods must be reported immediately after receipt.

The delivery address must be an address in Switzerland.

## **6. Payment and settlement**

The exclusive payment method is by credit card (Visa, Mastercard) and Six Payment.

Payment must be made in advance. The debit takes place upon placement of the order.

The delivery takes place only after receipt of payment of the total amount of the ordered products.

The customer is not entitled to offset Edigem's claims against counterclaims.

## **8. Reservation of title**

The product remains the property of Edigem until full payment has been made. If the validity of this reservation of title depends on special conditions or formal requirements (e.g. entry in a register), the customer hereby expressly agrees to an application for entry by Edigem. Furthermore, the customer undertakes to fulfil the further conditions and formal requirements for the validity of the reservation of title.

## **9. Transfer of benefits and risk**

The risk passes to the buyer as soon as the consignment has been handed over to the person carrying out the transport. If dispatch is delayed or becomes impossible through no fault of Edigem, the risk shall pass to the purchaser upon notification of readiness for dispatch. An assumption of transport costs by Edigem agreed in individual cases has no effect on the transfer of risk.

## **10. Guarantee**

### **10.1 Notification of defects and delivery of defective products to Edigem**

The customer shall inspect the product for obvious defects upon delivery. If the customer finds an obvious defect after delivery or if the customer finds a hidden defect later, he must inform Edigem of the defect in writing within five (5) days of its discovery. The defect found shall be described as far as possible.

The defective product can be handed in to a Edigem store directly, packaged ready for dispatch by post with a copy of the invoice and with the correct return address. Otherwise, the product must be sent to Edigem by post at the expense and risk of the customer.

Acceptance of the product does not mean that the defect has been acknowledged. The examination of the claimed defect is carried out by the relevant department at Edigem.

### **10.2 Legal consequences of defective products**

Subject to the manufacturer's or supplier's guarantee provisions, the guarantee shall in any case be limited to rectification of the defective products or delivery of a replacement for the defective product, as chosen by Edigem. All of the above is subject to the timely notification of defects.

Any further guarantee claims of the customer, in particular cancellation, price reduction and damages, are hereby expressly excluded, to the extent permitted by law.

### **10.3 Exclusion of guarantee**

The guarantee rights shall no longer apply if, without Edigem's prior consent, the customer or a third party does not follow the operating or maintenance instructions for the products, makes changes, replaces parts or uses consumables that do not correspond with the original specifications.

The same applies to defects resulting from improper use, storage and handling of the products, external interventions and the opening of products. Minor deviations from the product specifications do not trigger any guarantee rights.

A guarantee for normal wear and tear, for consumables, for accessories and for enclosed batteries/rechargeable batteries is excluded. Guarantee claims of the customer may not be assigned to a third party without the prior written consent of Edigem.

Edigem accepts no liability whatsoever for any loss of data when transferring a data carrier or a product containing a data memory. The customer himself is responsible for data backups and the protection of his data.

## **11. Liability and exclusion of liability**

In no event shall Edigem be liable for (i) slight negligence, (ii) indirect or consequential damages and loss of profit, (iii) unrealised savings, (iv) damages due to delay in delivery, and (v) any acts or omissions by Edigem's auxiliaries, whether contractual or non-contractual, regardless of the legal basis on which the claim is asserted.

Edigem is otherwise not liable for damages that are attributable to one of the following causes: (i) improper, non-contractual or unlawful storage, adjustment or use of the products, (ii) use of

incompatible spare parts or accessories, (iii) omitted maintenance and/or improper modification or repair of the products by the customer or a third party, (iv) force majeure, in particular elemental, moisture, fall and impact damage etc., for which Edigem is not responsible, and official orders.

## **12. Repairs outside guarantee claims**

All costs for remedying defects in products that are not subject to guarantee shall be borne by the customer. Edigem reserves the right to charge the customer for the costs of checking the claimed defect and for shipping costs in the case of products that do not show any detectable defects.

## **13. Data protection**

Reference is made to the [Privacy Policy](#).

## **14. Final provisions**

### **14.1 Severability clause and right of amendment**

If individual provisions of these General Terms and Conditions are invalid or incomplete or if it is not possible to fulfil them, the validity of the remaining provisions shall not be affected. The contractual parties undertake to replace the ineffective provision by a permissible, valid provision which comes closest to the original intention and the economic purpose pursued thereby in terms of its content. The same applies to any loopholes.

Edigem reserves the right to amend these GTC Webshop at any time. The version of the GTC Webshop valid at the time of the conclusion of the individual contract shall apply.

## **14.2 Applicable law and place of jurisdiction**

All legal relationships between Edigem and the customer are subject to substantive Swiss law, to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.

The ordinary courts of Lucerne, Switzerland, are exclusively responsible for disputes arising from the legal relationship between the customer and Edigem. Edigem is entitled, however, to assert its rights against the customer before the competent court in its place of domicile or before any other competent court.

*Lucerne, February 2021*