

# General Terms and Conditions

## www.calida.com

### 1. Subject matter and scope

- (1) These General Terms and Conditions apply for all orders placed with us (REICH ONLINE SERVICES GMBH, VAT-ID: DE815128474, Company Number: AG Traunstein HRB 19548, Manager: Stefan Mues and Reiner Pichler, Högeringer Str. 27, D-83071 Stephanskirchen, Phone: +41 41 9254 222, Fax: +49 8036 94394-99, service@calida.com) by a consumer (Art. 114 in combination with Art. 120 IPRG) via our online shop (www.calida.com).
- (2) Our offer is directed exclusively towards purchasers who have reached the age of 18 and are consumers. A consumer is any natural person who concludes a legal transaction for normal consumption which is intended for personal use by the consumer or his family and is not associated with the professional or commercial activities of the consumer (Art. 114 in combination with Art. 120 IPRG).
- (3) Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions.
- (4) The contract language is German, English, French and Italian.
- (5) These General Terms and Conditions can be downloaded, saved and printed out via <https://www.calida.com/en-CH/General-terms-CH/>.

### 2. Registration as customer

- (1) Buyers can register as a customer in our online shop free of charge. Registration creates a permanent customer account. This customer account can be used in future to place orders without the buyer having to enter personal details every time. Registration is not a precondition for placing an order. There is no legal entitlement to registration.
- (2) To register as a customer and create a customer account the buyer has to enter, inter alia, a currently valid email address and a password. The email address serves as a user name and together with the password as log-in data. The e-mail address will also be used for communicating with the buyer.
- (3) The buyer warrants that the information provided during registration is correct and complete. Pseudonyms may not be used. The buyer may not register more than once.
- (4) The buyer is obliged to handle the log-in data with due care. The buyer is never permitted to disclose the log-in data to third parties and/or permit third parties to access the customer account by bypassing the log-in data. Should the buyer have any indication of his customer account being misused by third parties, we are to be notified immediately.
- (5) In so far as the buyer's personal details change, he himself is responsible for updating them. The buyer can make changes online after logging on to his customer account.
- (6) The buyer can have his registration deleted at any time by corresponding notification to us. Deletion irrevocably removes the customer account and all the buyer's personal details linked to it. This applies in so far as there are no statutory retention duties or unless the information is still required for processing orders.

- (7) We are entitled to cease offering registration and customer accounts via our online shop at any time. In that case, the buyer will be promptly informed about the intended cessation and his customer account with all its data will be irrevocably deleted.

### **3. Conclusion of contracts**

- (1) The presentation of goods on the online shop does not constitute a binding offer to conclude a contract of sale with us. In actual fact, it is a non-binding invitation to order goods from us on the online shop.
- (2) With his order, the buyer submits a binding offer to conclude a contract of sale by clicking the button with the "Buy now" label.
- (3) After we receive the order, the buyer will receive an automatically generated email in which we confirm that we have received his order (confirmation of receipt). This confirmation of receipt does not constitute any acceptance of the purchase offer. No contract comes about yet through the confirmation of receipt.
- (4) A contract of sale for the goods only comes about once we expressly declare acceptance or if we send the goods – without prior express declaration of acceptance - to the buyer.

### **4. Voluntarily granted 100 day right of return**

- (1) We voluntarily grant you a right of return. You may rescind the contract by returning the goods ordered to us within 100 days following receipt of the goods. We will bear the costs of the return shipment. In this connection, the following conditions apply:
- (2) The right of return applies only for goods, and not for the purchase of gift vouchers.
- (3) We only take back undamaged and unused goods, i.e. goods which, as in a retail transaction, have only been worn/tried out in a try-on fitting. In addition, an essential condition is that the original retail packaging is used for the return consignment.
- (4) For the return consignment, exclusively the return label provided is to be used. Only where this return label is used are we able to assume the despatch costs of the return. We will not assume the cost of packages sent post-paid by the sender or packages which are sent non-carriage paid.
- (5) In the case of return, the return form is to be completed in full. In particular, it is necessary to complete the details of the order number, name and customer number so that we are able to allocate the return correctly. In addition, the reason for the return is to be stated in accordance with list given on the form.
- (6) Following receipt of the return consignment, we will check the package and refund the amounts for the goods returned onto your account. For this purpose, we will use the mode of payment which you selected when placing the order.

### **5. Prices**

The prices quoted on the online shop include statutory sales tax and also other price components and are net of the pertinent shipping costs (<https://www.calida.com/en-CH/Delivery-and-shipping-costs/>).

## **6. Terms and conditions of payment; Default**

- (1) Payment of the purchase price is made in Switzerland by the optional means of invoice, credit card, PayPal, or Amazon payments.
- (2) In the case of purchase against invoice, the invoice amount is to be paid within 30 days onto the account given in the invoice, quoting the invoice number.
- (3) For payment by credit card, the purchase price will be reserved against the credit card account stated when the order is placed ("authorisation"). The credit card account will actually be debited when the goods are dispatched. For consumers with their habitual residence in Netherlands the buyer has the possibility to post payment of at least 50% of the purchase price.
- (4) For payment by PayPal the purchase price will be collected from the stated PayPal account when the order is placed.
- (5) The purchaser is obliged to keep the payment information lodged in his customer account up to date.
- (6) Should the purchaser fall into default, he shall be obliged to pay the statutory default interest in an amount of 5 percentage points. For each formal demand sent to the purchaser after he has fallen into default, a reminder fee of at least 5 CHF will be charged unless the purchaser is able to prove that we have suffered a lesser amount of damage. In addition, any debt collection, legal and court costs arising shall be borne in the full amount by the purchaser.

## **7. Terms of delivery**

- (1) Unless agreed otherwise, the goods will be delivered from our warehouse to the address given by the buyer.
- (2) The costs for delivery to various countries can be found in the shipping costs table (<https://www.calida.com/en-CH/Delivery-and-shipping-costs/>).
- (3) The delivery period amounts to up to 4 days following the conclusion of the contract. We will draw attention to any shorter or deviating delivery periods on the relevant product page. Where the mode of payment "advance payment" is selected, delivery will only be made following receipt of payment.
- (4) If not all of the ordered products are in stock, we are entitled to partial deliveries in so far as this is reasonable for the buyer. Any periods only start to run upon receipt of the last partial delivery.
- (5) The delivery of ordered goods shall be effected subject to availability of the goods. If they are not available when the order is placed, the buyer will receive a notification about the expected delivery date and we will put the order on hold. Once the goods are in stock, they will be shipped to the buyer without further notification. In the event of non-availability, in particular because a limited stock marked as such is exhausted, we will inform the buyer. Already rendered payments will then be immediately reimbursed.

## **8. Damage in transit**

- (1) If goods are delivered with obvious transport damage, please lodge an immediate complaint about the damage with the delivery agent and contact us as soon as possible.
- (2) Failure to lodge a complaint or to contact us has no consequences in regard to your statutory warranty rights. However, you will help us to assert our own claims against the carrier and/or transport insurance company.

## **9. Warranty**

- (1) Warranty claims of the purchaser are governed by the statutory provisions of the law governing sales and purchases.
- (2) You are under an obligation to inspect the goods without delay and with the necessary care in order to detect any deviations in quality or quantity, and to notify us of any obvious defects within 3 days following receipt of the goods. The timely despatch of the goods is sufficient for the purpose of observing the time limit. This also applies after the discovery of any hidden defects detected subsequently. In the event of any breach of this duty of inspection and notification of defects, the right to assert warranty claims is precluded.
- (3) In the case of defects, we shall, at our option, perform the warranty through rectification or replacement delivery. In the case of rectification, we do not have to bear the increased costs arising through any transportation of the goods to a location other than the place of performance unless the transportation is in conformity with the intended use of the goods.

## **10. Liability**

- (1) Unlimited liability: we assume unlimited liability for any direct damage arising from deliberate intent or gross negligence and also under the terms of the Produkthaftungsgesetz [*Product Liability Act*]. In the case of ordinary negligence, we assume liability for any damage arising from injury to life, limb or health of individuals.
- (2) In all other respects, the following limited liability applies: in the case of ordinary liability, we shall only be liable in the case of breach of a fundamental contractual duty, the fulfilment of which makes the proper performance of the contract possible in the first place and on fulfilment of which you are regularly entitled to rely (cardinal duty). In terms of amount, our liability for ordinary negligence is limited to the damage foreseeable at the time of conclusion of the contract which must typically be expected to occur. This limitation of liability also applies in favour of our vicarious agents.
- (3) In any event, our liability is limited to the price of the scope of delivery, in so far as admissible by law.

## **11. Changes to the terms and conditions**

- (1) The buyer's orders are governed by the terms and conditions valid at the time, which we expressly point out as part of the buyer's order.
- (2) Changes of or additions to these terms and conditions which impact existing customer accounts of registered customers, in particular changes or additions to section 2 and 3 of these terms and conditions, shall only be made, in so far as reasonable due to legislative or functional adjustments to our online shop, e.g. due to technical changes or adjustments to the registration process or in the administration of the customer account.
- (3) Changes or additions under paragraph 2 will be announced to the customer by email four weeks before they take effect at the latest, without the amended or supplemented terms and conditions in detail or the new version of the terms and conditions as a whole being sent; notification about changes or additions being made shall suffice. In the announcement we shall include a link via which the new version of the terms and conditions as a whole can be accessed.
- (4) In so far as the customer does not object to the change or addition under paragraph 2 within 14 days after announcement of the change or addition, this shall be deemed agreement to the change or addition; this shall be pointed out expressly in the announcement.

## **12. Saving the contract text**

We will store the order and the entered order data. We will send an order confirmation with all the details to the email address provided by the buyer. In addition, buyers can view and print out their order with all the entered order data in their personal customer account at any time. Buyers can also print out both the General Terms and Conditions and also their order with all the entered data during the order process.

## **13. Final provisions**

- (1) Should one or more provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be thereby affected.
- (2) In so far as legally admissible, exclusively substantive Swiss law shall apply to contracts between ourselves and the purchaser, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules under Swiss private international law.
- (3) Subject to any mandatory statutory court venues, the parties agree Sursee as the exclusive court venue.

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