

# General terms and conditions

## 1. acceptance of the conditions

The following terms and conditions have been established to protect our customers from ambiguities in business transactions and regulate the interests between sueandsandy and its customers. They are an integral part of any contract concluded between sueandsandy and a customer. Other conditions, ancillary agreements and assurances are non-binding for us, as far as we have not acknowledged them in detail in writing.

## 2. text and illustrations internet

We are always anxious to keep the text data, as well as the illustrations in the Internet on a current conditions the data are noncommittal however. Changes without prior notice are reserved and are possible at any time. Claims for damages due to changes cannot be accepted, and any liability is excluded. The texts, images, graphics, logos etc. provided on the sueandsandy may not be changed, copied for commercial purposes or used on other websites. All brands and logos mentioned on sueandsandy are the property of sueandsandy and may not be misused. We do not assume any liability or guarantee for links on our website.

## 3. prices

The prices indicated by us are absolute net prices. Our prices are quoted from our domicile address in Switzerland (Hittnau) without postage, freight and transport insurance. Prices are subject to change without notice. Prices for larger quantities are available on request.

## 4. offers

Price enquiries will be made as quickly as possible by telephone, in writing or by e-mail. The prices quoted in the offers are only binding for us if an order is placed within the specified period of validity and if the specified quantity is accepted.

## 5. delivery periods

Our delivery times are kept as short as possible and we always strive to serve our customers as quickly as possible. We are dependent on the delivery time of our suppliers. In the case of special orders, the delivery periods shall be indicated subject to change at our discretion. Orders placed can only be cancelled if a reasonable period of grace has elapsed. Claims for damages due to delayed deliveries cannot be accepted as a matter of principle.

## 6. deliveries

All deliveries are made at the expense and risk of the buyer. In the event of damage or loss, the recipient (buyer) is obliged to make representations to the post office, parcel service or carrier and to have a corresponding report (findings) recorded by the relevant authorities. Complaints about the delivered goods must be made in writing within 8 days.

## 7. postage and freight costs

The postage and freight costs shall be borne by the buyer. Postexpress-, Fragile-, bulky and fast goods surcharges, as well as transport insurances will be charged additionally. The transport takes place at the risk of the recipient.

## 8. return of goods

Goods can be returned unused and original packed, within 10 days, carriage paid to our house. Used or damaged articles cannot be taken back. For goods returned later than 10 days after receipt, we reserve the right to take back. We reserve the right to charge expenses for return of goods or exchange. In the case of return shipments, our invoice must be enclosed. The sender is liable for damage or loss in the case of return shipments.

## **9. control, complaints**

Please check the shipment immediately after receipt. Complaints about the quantity and quality of the delivered goods must be made in writing within 8 days of receipt at the latest. Late complaints can unfortunately not be accepted. If a fault or defect is discovered only after the start of operation, the buyer is obliged to inform us immediately in writing. We reserve the right to have defective goods repaired or to deliver free replacement against return delivery of the material complained about, we reject further claims.

## **10. warranty**

Our invoice is at the same time the warranty card. Goods which must be repaired or repaired under warranty must be sent to us together with the copy of the invoice. The manufacturer's warranty is binding for all products and processed materials (e.g. resin, electronics, etc.) unless otherwise stated. You will receive a three-month warranty on service and repair work. We accept no liability for any colour changes in the materials used (direct sunlight should be avoided). Legal claims which go beyond the above liability are excluded. Transport costs shall be borne by the buyer. The guarantee expires as soon as the device has not been used for its intended purpose, repair work has been carried out improperly by third parties or prescribed service work has been carried out or omitted. The same applies to devices opened or modified by third parties.

Care instructions: Cleaning may only be carried out with a dry, soft, non-scratching cloth. No liability is accepted for damage caused by cleaning with moist or liquid materials (alcohol, acetone, petrol, window cleaners, oily agents, etc.).

## **11. terms of payment**

Basically, sueandsandy issues the first invoice for prepayment. The advance payment amounts to 50% of the total amount and is due within 10 days after signing the contract. For the remaining 50%, a second invoice will be issued after delivery of the goods, which is due within 10 days of the invoice date. We cannot grant any discounts, unjustified deductions must be charged to our account. After expiry of the payment period, expenses and interest on arrears of 6% will be charged. Payment must be made by bank transfer or in cash.

## **12. place of performance and jurisdiction**

Place of performance for all claims arising from the business relationship is for both parties the place of jurisdiction Pfäffikon ZH. sueandsandy are however entitled to sue the customer at his place of business or residence.

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