

# AGB Stadler Form Webshop (B2C)

## 1. Field of application

These General Terms and Conditions apply in regard to all orders which are placed by customers who are resident in Switzerland or the Principality of Liechtenstein ("customer") via the online shop of Stadler Form Aktiengesellschaft ("Stadler Form") (Chamerstrasse 174, 6300 Zug, 041 720 48 48, [shop@stadlerform.com](mailto:shop@stadlerform.com)).

## 2. Offer, conclusion of contract

- 2.1 The representation of products on [www.stadlerform.com](http://www.stadlerform.com) does not constitute a legally binding offer on the part of Stadler Form, but an invitation to the customer to place an order which will be binding for the customer.
- 2.2 By clicking on the "order" button, the customer places a binding order for the products as listed on the order page.
- 2.3 Immediately following receipt of the order, Stadler Form will send an email confirming that the order has been received. The purchase contract is concluded when Stadler Form sends an email confirmation (indicating an order number) concerning the shipment or collection of the goods, and in any event by the delivery of the goods at the latest.

## 3. Right of return

- 3.1 Customers have the right to return the goods unused within a period of 30 days following delivery. In all cases the return of the goods must be authorised beforehand by Stadler Form. Returned goods must be sent to Stadler Form Aktiengesellschaft, Chamerstrasse 174, 6300 Zug.
- 3.2 As a result of the exercise of the right of return, the purchase contract is converted into a reverse transaction relationship, under which the payments received in the context of the purchase contract must be refunded. The costs of the return of the goods are borne by the consumer.
- 3.3 Following receipt of the returned goods, any purchase price already paid will be immediately refunded to the customer.
- 3.4 The right is reserved to make a deduction from the purchase price to be refunded (or to present an invoice) for possible damage to the product or the product packaging, or for excessive use of the goods, or for possible missing components of the original scope of delivery. Stadler Form can refuse to make the refund until it has received the returned goods or until the customer has provided evidence that the goods have been sent back.
- 3.5 The right of return does not apply in the case of consumables.

## 4. Prices, shipping costs

- 4.1 The prices as stated on the product page include VAT at the statutory rate and other price components (e.g. prepaid recycling charge), and are understood as being in Swiss francs (CHF).

4.2 In addition to the stated prices, a flat rate shipping costs amount of CHF 9 is charged to the customer for orders below a value of CHF 50.00. For orders to a value of CHF 50.00, delivery costs are paid by Stadler Form.

## 5. Delivery conditions

5.1 Goods are delivered only to delivery addresses in Switzerland and the Principality of Liechtenstein.

5.2 Unless otherwise stated in the offer, the standard delivery time is 2 working days (Post Pac Economy).

5.3 If the goods cannot be delivered as a result of fault on the part of the customer, Stadler Form can withdraw from the contract. Any payments made will be reimbursed, less the actual shipping costs incurred.

5.4 As an alternative to shipment, customers can choose to collect their goods from Zug (Stadler Form Aktiengesellschaft, Chamerstrasse 174, 6300 Zug). If goods are collected, no shipping costs arise.

## 6. Payment conditions

6.1 Payment is made by credit card (Visa, Master), Postfinance, PayPal, Twint or (subject to a successful credit rating check) by payment of invoice.

6.2 In the case of payment by credit card, the customer's account is charged on the date of the order.

6.3 Any offsetting against counter-claims of the customer which have not been acknowledged or established by final decision is excluded.

## 7. Default, warning, collection

7.1 In the case of delivery on account, the purchase price is due for payment within 30 days following delivery of the goods. If payment is not made within this period, the customer is in default.

7.2 In the event of default, Stadler Form will issue three written warnings to the customer. With the third warning is a charge payable.

- 1<sup>st</sup> warning after 37 days
- 2<sup>nd</sup> warning after 44 days
- 3<sup>rd</sup> warning after 49 days plus overdue fines CHF 10.00

7.3 If the outstanding amount is not paid after the 3<sup>rd</sup> warning, the claim will be pursued. Stadler Form will hand the claim over to an appropriate debt collection agency for further action.

7.4 Late payment costs / processing fee

When handed over to the responsible debt collection office depending on the amount of the claim, maximum amount in CHF plus interest on arrears 5%:

CHF 60.00 (<60.00); 80.00 (<150.00); 120.00 (<300.00); 155.00 (<400.00); 175.00 (<500.00); 195.00 (<800.00); 234.00 (<1'200.00); 270.00 (<1'600.00); 317.00 (<2'200.00); 370.00 (<3'000.00); 448.00 (<4'000.00); 541.00 (<5'000.00); 634.00 (<6'000.00); 727.00 (<7'000.00); 820.00 (<8'000.00); 913.00 (<9'000.00); 1'006.00 (<10'000.00); 1'100.00

(<13'000.00); 1'223.00 (<16'000.00); 1'346.00 (<20'000.00); 1'510.00 (<26'000.00); 1'756.00 (<32'000.00); 2'002.00 (<40'000.00); 2'330.00 (<50'000.00); 5.5% der Forderung (>50'000.00)

## **8. Warranty**

- 8.1 Stadler Form provides a guarantee in the form of rectification of defects for a period of two years after delivery, either by removal of the defect (repair) or by supplying a defect-free item (replacement delivery), at Stadler Form's choice.
- 8.2 If the repair carried out by Stadler Form is not successful, the customer is entitled to withdraw from the contract. This does not apply in regard to minor defects. Any right of the customer to a price reduction is excluded.
- 8.3 Stadler Form accepts no liability for breach of contract caused by ordinary negligence. The same applies in regard to breach of contract by auxiliary persons.

## **9. Data protection**

Stadler Form undertakes to observe the requirements of data protection law in the processing of customer data. Further information concerning the handling of customer data is provided in the separate data privacy statement, which can be accessed at any time on the website or via the following link: <https://www.stadlerform.com/privacy>

## **10. Final provisions**

- 10.1 If these GTC are or become legally invalid, either wholly or in part, the remaining provisions thereof are not affected. The parties undertake to replace any such provision by a valid provision which approximates as closely as possible to the economic purpose of the invalid provision. The same applies accordingly in the event of any contractual omission.
- 10.2 The present GTC are subject to substantive Swiss law, to the exclusion of CISG and its amendments and additions.
- 10.3 All disputes arising from or in connection with these GTC, including disputes regarding their validity, legal effect, amendment or dissolution, shall be judged by the ordinary courts in Zug.