

Conditions

General Terms and Conditions (GTC) of Happich Pelzer GmbH - Touratech Products

Happich Pelzer GmbH
Luzernerstrasse 38
6030 Ebikon
Ebikon, Switzerland

Management:
Marc Pelzer, Alberto Reinhart
CHE - 114.576.407 VAT
Phone: +41 41 310 97 00
E-mail: info@touratech-swiss.ch

1. scope of application

For the processing and handling of your purchase of Touratech products, our General Terms and Conditions apply in the version valid at the time of the order.

2 Order - Conclusion of contract

1. after you have placed an order for products on the website, you will be taken to a page where you can check your order, select your delivery method and check the total price.

After accepting the General Terms and Conditions, you will be asked to enter payment information to process your order. You will receive confirmation of receipt of your order by e-mail.

2. the contractual relationship is concluded with us if we accept your offer electronically within 2 working days of sending the order. In this respect, the time of receipt of the declaration of acceptance by the customer is decisive.

If working days are specified as deadlines, we understand this to mean all days from Monday to and including Friday, with the exception of public holidays.

3. we can accept your order by e-mail within 2 working days of placing the order either by sending an order confirmation or by you receiving the ordered goods within this period. Decisive in this respect is the time of receipt of the order confirmation or the goods by you.

4. in the case of an order by telephone, the acceptance of the offer to conclude a contract can only be declared until the conclusion of the telephone call. Otherwise the offer to conclude a contract shall be deemed to have been rejected.

3. prices

1. the prices listed in the offer at the time of the order shall apply. The prices quoted are final prices, i.e. they include the applicable statutory value added tax.

2. shipping costs, if applicable, will be charged at the rates indicated on the website as soon as you have placed your order, calculated according to the size of the order and the delivery method you have chosen.

4 Payment methods

1. in principle we offer the following payment methods

Cash when picking up the goods in the store; prepayment; credit card; invoice; Postfinance; PayPal.

For each order, we reserve the right not to offer certain payment methods and to refer to other payment methods. Please note that we only accept payments from accounts in Switzerland and within the European Union (EU).

Any costs of a money transaction are to be borne by you.

2. in the case of purchase by credit card, your credit card account will be debited when we dispatch the order. If you pay by PayPal, you will receive specific payment information when the contract is concluded.

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3. in the case of purchase on account, the purchase price is due for payment on the day of receipt of the delivery by you. If payment is not made within 30 days of the due date, we reserve the right to charge you a reminder fee of CHF 7.00 per reminder in addition to the invoice amount. The outstanding invoice amount (including default interest and reminder fees) may be handed over or sold for the purpose of collection. In addition to settling the invoice amount, you are also obliged to reimburse all costs incurred as a result of late payment. You agree to receive invoices, credit notes and reminders in electronic or paper form.

4. please note that the ordered goods will be delivered as soon as we have received payment of the full invoice amount and any shipping costs. We therefore ask you to transfer the amount immediately after receipt of the order confirmation, but within 7 days at the latest.

5. gift vouchers

1. gift vouchers are vouchers that you can purchase. These can only be redeemed for the purchase of items, but not for the purchase of further gift vouchers. If the balance of a gift voucher is not sufficient for the order, the difference can be settled using the payment options offered.

2. gift vouchers and credit can only be redeemed before the order process is completed. The balance of a gift voucher is neither paid out in cash nor does it bear interest.

6 Delivery, shipping costs, transfer of risk

1. deliveries are limited to the territory of Switzerland and to the delivery address you specified when ordering.

2. delivery shall be made at the shipping costs shown in each individual case. For the shipment of particularly bulky, heavy or valuable items, different shipping charges may apply, which we indicate individually for each product on the product detail page and on the order page during the sale.

3. you assume responsibility for the delivered products, even if they have been left outside the door of your home or business or with a neighbor in your absence.

7. right of withdrawal

You have the right to return items that do not suit you within fourteen (14) days of receipt of the products.

To exercise your right of withdrawal, you must contact us at

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Phone: +41 41 310 97 00
E-mail: info@touratech-swiss.ch

by means of a clear declaration of your decision.

To comply with the first deadline, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. The right of withdrawal does not apply to contracts for the delivery of goods that are not suitable for return due to their nature (or for reasons of health protection or hygiene). Any refunds will be made automatically to the account you used for the original payment.

8. liability for defects

The statutory warranty rights apply.

9 Miscellaneous

1 Swiss law applies to all legal transactions or other legal relationships with us. In the case of contracts for a purpose that cannot be attributed to the professional or commercial activity of the beneficiary (contract with consumers), this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.

2. with regard to consumers, the place of jurisdiction shall be the Swiss domicile of the consumer. In business transactions with merchants, the place of jurisdiction for all legal disputes concerning these terms and conditions and individual contracts concluded under these terms and conditions, including actions on bills of exchange and checks, shall be our registered office. In this case, we are also entitled to take legal action at the customer's place of residence.

3. should one or more provisions of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions of these GTC.

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In this case, the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes closest to the economic purpose of the provision to be replaced.

The same applies in the event that these GTC contain a loophole.