

# General Terms and Conditions of the Online Shop

## [www.swiss-wineyeast.ch](http://www.swiss-wineyeast.ch)

### 1. General

Please read these General Terms & Conditions carefully before agreeing to be bound by them. If you do not agree to be bound by the General Terms & Conditions, do not access or use this website. This website is provided by Swiss Wineyeast GmbH. All products and services provided to our customers via this online shop are subject to these General Terms & Conditions unless expressly stated otherwise.

### 2. Purchase contract

2.1 Our online shop offers yeast for sale without any obligation to buy on the customer's part.

2.2 By ordering yeast through the online shop, customers make a binding offer to conclude a purchase contract.

2.3 Our online shop has the right to accept this offer within 5 calendar days. Acceptance is confirmed by -mail. If you do not receive a response from us within 5 days, the purchase contract has not been accepted.

### 3. Delivery times

The yeast will be delivered immediately if available from our stock.

- Deliveries can be made to Switzerland, European countries and some overseas countries.
- Delivery time in Switzerland is normally 2-3 working days.
- Delivery time in Europe is normally 4-7 working days.
- Delivery to overseas countries normally takes 11-15 working-days.

Should the yeast not be available, we will inform you of the expected delivery time by e-mail, assuming you have provided us with a valid e-mail address.

In case of delayed delivery, for example due to an act of nature beyond our control, traffic restrictions, other government actions or other incidents that we could not foresee, you are not entitled to any compensation.

**swiss wineyeast gmbh**

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[swiss-wineyeast.ch](http://swiss-wineyeast.ch)

#### **4. Shipping and handling**

Please consult the list of shipping and handling charges on our website.

- There is no delivery charge for deliveries of 10 or more bags within Switzerland (economy).
- There is no delivery charge for deliveries of 20 or more bags within Europe (economy).
- There is no delivery charge for deliveries of 30 or more bags to overseas countries (economy).
- If you wish, we can also send your yeast by express delivery. Please consult the list of charges on our website.

#### **5. Payment**

All prices shown exclude VAT. VAT at 8% will be added for deliveries within Switzerland.

All deliveries in other counties are free of VAT and sales taxes.

The following payment methods may be used:

- Credit card and PostFinance: your card will not be charged until your order has shipped.  
We accept PostCard, MasterCard and VISA.
- Invoice: for Swiss customers only. The invoice must be settled within 30 days of delivery.
- For deliveries to all other countries, payment is made directly via our website.

Until we have received full payment, the goods remain our property. If the payment deadline is not met, we will charge you reminder and processing fees.

#### **6. Guarantee**

If your order has been damaged in transport, please inform the shipping company immediately. Please inform us in writing within 10 days of delivery of any other damage to the goods received. We accept no liability for incorrect handling, reasonable wear and tear or forces beyond our control.

#### **7. Limitation of liability**

Unless otherwise stated below, no further customer rights will be recognised, regardless of their legal foundation. The online shop can therefore not be held liable for any damages other than damage to the yeast itself. In particular, Swiss Wineyeast GmbH is not liable for any loss of earnings or other financial loss on the customer's part. To the extent that the contractual liability of Swiss Wineyeast GmbH is excluded or limited, the same applies for the personal liability of employees, agents and auxiliary persons.

The preceding limitation of liability does not apply if the cause of damage is intentional or grossly negligent, or in case of physical injury. Furthermore, there is no limitation of liability if the customer pursues legal claims. The provisions of product liability law apply notwithstanding. If Swiss Wineyeast GmbH violates an essential contractual obligation through negligence, it is only obliged to provide compensation for the extent of damage deemed typical in the specific circumstances.

If goods are replaced, the customer is obliged to return the yeast that was originally delivered, at his or her own cost, within 30 days.

Any faulty yeast must be returned in accordance with the applicable with legal requirements. Swiss Wineyeast GmbH reserves the right to claim compensation subject to the conditions stipulated by law.

The statute of limitation starts on the shipping date.

## **8. Data protection**

The data you provide us with are solely used to carry out your order. All your data are treated in strict confidence. We only pass your data on to a third party (shipping company) where this is necessary to carry out your order. Ordering data are encrypted and transmitted securely, but we can nevertheless accept no liability for the protection of data transmitted over the Internet (in case of technical problems on the part of the Internet service provider) or for unlawful access by unauthorised third parties to such data. Please treat your access details, which are sent to you at your own request, in the strictest of confidence. We cannot accept any liability with regard to how these access details are used.

## **9. Copyright and licences**

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## **10. Miscellaneous**

If the yeast is out of stock, we have the right to cancel your order and inform you of the cancellation without providing compensation. We reserve the right to change prices at any time without notice.

## **11. Validity of the GTC**

By using this website or by placing any purchase orders using the website, you agree to abide by these General Terms & Conditions. You will only be entitled to submit electronic orders after accepting these General Terms & Conditions. Any violation of the terms will result in termination of your account.

Meilen, 15. May 2013