

General Terms and Conditions (GTC) of Stechwerk GmbH

Scope of application

The following General Terms and Conditions (GTC) apply to all orders placed via our website. The offer on this website is aimed exclusively at consumers domiciled in Switzerland (hereinafter "Customer").

A consumer is a natural person who maintains business relations with Stechwerk GmbH that cannot be attributed to either their commercial or independent professional activity. Orders in quantities not customary for households may be rejected without justification.

Stechwerk GmbH reserves the right to amend these GTC at any time. The version of these GTC valid at the time of the order shall apply, which cannot be changed unilaterally for this order. Any terms and conditions of the customer that conflict with or deviate from these GTC shall not be recognized.

The operator of this website is Stechwerk GmbH
<http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf>

Information on this website

Stechwerk GmbH contains information about products and services. Prices, product ranges and technical specifications are subject to change without notice. All information on this website (product descriptions, images, illustrations, films, dimensions, weights, technical specifications, accessory relationships and other information) are for illustrative purposes and are to be understood as approximate values and are non-binding. In particular, they do not constitute an assurance of properties or guarantees, unless explicitly stated otherwise. Stechwerk GmbH makes every effort to ensure that all details and information on this website are correct, complete, up-to-date and clear, but Stechwerk GmbH cannot provide any express or implied warranty in this respect.

All offers on this website are subject to change and are not to be understood as binding offers.

Stechwerk GmbH cannot guarantee that the products listed will be available at the time of ordering. Therefore, all information on availability and delivery times is subject to change at any time and without notice.

Prices

The sales prices stated on Stechwerk GmbH are final prices and, unless otherwise stated, include statutory VAT and any other statutory charges such as advance recycling fees (VRG) or

Copyright fees for electronic devices. Prices are quoted net in Swiss francs (CHF)
Unless otherwise agreed, any shipping costs will be charged additionally and must be paid by the customer. Shipping costs are shown separately in the order process.

Stechwerk GmbH reserves the right to make technical changes, errors and misprints; in particular, Stechwerk GmbH may change prices at any time without prior notice. Consulting and support services are not included in the sales prices.

Conclusion of contract

The products and prices on this website are non-binding offers. By placing an order via this website, including the acceptance of these GTC, the customer submits a legally binding offer to conclude a contract. Stechwerk GmbH then sends an automatic order confirmation by email, which confirms that the customer's offer has been received by Stechwerk GmbH. Orders placed are binding for the customer. Unless otherwise stated, there is no right of return or refund.

Right of withdrawal.

The contract is concluded as soon as Stechwerk GmbH sends a declaration of acceptance by email, in which the dispatch of the ordered products or services is confirmed.

Orders will only be delivered after full payment has been received (exception: delivery against invoice) and if the goods are available. If it turns out that the ordered goods cannot be delivered or cannot be delivered in full, Stechwerk GmbH is entitled not to accept or only partially accept or execute the order. In such a case Stechwerk GmbH will inform the customer by email. If the customer's payment has already been received by Stechwerk GmbH, the payment will be refunded to the customer. If no payment has been made, the customer is released from the obligation to pay.

Payment options and retention of title

The customer has the payment options specified in the order process at his disposal.

Stechwerk GmbH reserves the right to exclude customers from individual payment options or to insist on advance payment without giving reasons.

Stechwerk GmbH may charge default interest of 5% per year and a reminder fee of a maximum of CHF 20 per reminder if the customer is in default of payment.

The products delivered to the customer remain the property of Stechwerk GmbH until full payment has been made.

Delivery, obligation to inspect, notification of defects and returns

Deliveries are sent by post or courier service to the delivery address specified by the customer in the order.

Stechwerk GmbH endeavors to keep delivery times as short as possible. However, any delivery periods stated in the order confirmation are non-binding. Stechwerk GmbH is entitled to make partial deliveries. In this case, the customer will only be charged the shipping costs once.

If delivery against invoice is offered, the invoice will be sent by email or by post at the discretion of Stechwerk GmbH.

If the delivery cannot be delivered or if the customer refuses to accept the delivery, Stechwerk GmbH may terminate the contract after notifying the customer by email and granting a reasonable grace period, and may charge the customer for the costs of the work involved.

The customer is obliged to inspect the delivered goods immediately upon receipt of the delivery and to notify Stechwerk GmbH immediately in writing of any defects for which Stechwerk GmbH provides a warranty by letter or email to the address in the imprint <http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf> to make a complaint.

Return shipments to Stechwerk GmbH shall be at the expense and risk of the customer. The customer must return the goods in their original packaging, complete with all accessories and together with the delivery bill and a detailed description of the defects to the return address specified by Stechwerk GmbH in the imprint.

<http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf>.

If the inspection by Stechwerk GmbH reveals that the goods have no detectable defects or that they are not covered by the manufacturer's warranty, Stechwerk GmbH may charge the customer for the costs of the return shipment or any disposal.

Right of withdrawal

The customer is granted a right of withdrawal for 10 calendar days after receipt of the goods. The deadline is deemed to have been met if the customer sends the written revocation by email or letter (address according to the imprint, <http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf> to Stechwerk GmbH within the deadline. The revocation does not require any justification.

The exercise of the right of withdrawal leads to a reversal of the contract. The customer must return the goods within 10 calendar days in their original packaging, complete with all accessories and together with the delivery bill to the return address specified by Stechwerk GmbH in the legal notice.

<http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf>

return the goods. Return shipments to Stechwerk GmbH are made at the expense and risk of the customer. Any payment already made will be refunded to the customer within 20 calendar days, provided that Stechwerk GmbH has already received the goods back or the customer can provide proof of shipment.

Stechwerk GmbH reserves the right to demand reasonable compensation for damage, excessive wear and tear or loss of value due to improper handling and to deduct the reduction in value from the purchase price already paid or to invoice the customer for it.

No right of withdrawal is granted in the following cases:

- If the contract has a random element, namely because the price is subject to fluctuations over which the provider has no influence.
- If the subject of the contract is a movable item which, due to its nature, is not suitable for return or can spoil quickly.
- If the subject of the contract is a movable item that is manufactured according to the customer's specifications or is clearly tailored to personal requirements.
- If the contract relates to digital content and this content is not made available on a fixed data carrier or if the contract is to be fulfilled in full by both contracting parties immediately.
- If the contract is for a service and the contract is to be performed in full by the provider with the customer's prior express consent before the withdrawal period has expired.
- In the areas of accommodation, transportation, delivery of food and beverages and leisure activities, if the provider undertakes to provide the services at a specific time or within a precisely specified period when the contract is concluded.

Warranty

Stechwerk GmbH endeavors to deliver goods in perfect quality. In case of defects notified in due time, Stechwerk GmbH warrants that the goods purchased by the customer are free of defects and functional during the statutory warranty period of generally two years from the date of delivery. It is at the discretion of Stechwerk GmbH to provide the warranty through free repair, equivalent replacement or reimbursement of the purchase price. Further warranty rights are excluded.

The warranty does not cover normal wear and tear or the consequences of improper handling or damage by the customer or third parties or defects attributable to external circumstances. The warranty for consumables and wearing parts (e.g. batteries, rechargeable batteries, etc.) is also excluded.

Stechwerk GmbH is unable to provide any assurances or guarantees for the topicality, completeness and correctness of the data or for the constant or uninterrupted availability of the website, its functionalities, integrated hyperlinks and other links.

content. In particular, Stechwerk GmbH neither warrants nor guarantees that the use of the website will not infringe the rights of third parties that are not owned by Stechwerk GmbH.

Liability

Stechwerk GmbH excludes any liability, irrespective of its legal basis, as well as claims for damages against Stechwerk GmbH and against any auxiliary persons and vicarious agents. In particular, Stechwerk GmbH shall not be liable for indirect damages and consequential damages, loss of profit or other personal injury, property damage and pure financial loss of the customer. Further mandatory statutory liability, for example for gross negligence or unlawful intent, remains reserved.

Stechwerk GmbH only uses hyperlinks to simplify the customer's access to other websites. Stechwerk GmbH cannot know the content of these websites in detail, nor can it assume any liability or other responsibility for the content of these websites.

Data protection

Stechwerk GmbH may process and use the data collected during the conclusion of the contract to fulfill the obligations arising from the purchase contract and for marketing purposes. The data necessary for the fulfillment of services may also be passed on to contracted service partners (logistics partners) or other third parties.

The data protection provisions are available in detail at the following link:
<http://stechwerk.ch/wp-content/uploads/2024/05/Datenschutzerklaerung-DE.pdf>

Partial invalidity

Should individual provisions of these GTC prove to be invalid or unenforceable or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

Further provisions

Stechwerk GmbH expressly reserves the right to amend these GTC at any time and to put them into effect without prior notice.

In the event of disputes, Swiss substantive law shall apply exclusively, to the exclusion of conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention) is explicitly excluded.

The place of jurisdiction is Dietlikon or the consumer's place of residence.

Contact us

If you have any questions about these GTC, please contact:

<http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf>