

Terms and Conditions

General Terms and Conditions - SCHIESSER GmbH Online Shop

Section 1 Scope

1. These online shop General Terms and Conditions ("GTC") for SCHIESSER GmbH, Schützenstrasse 18, 78315 Radolfzell, Germany, ("SCHIESSER" or "we/us") apply exclusively to consumers within the meaning of Section 13 of the German Civil Code (BGB), i.e. regarding any natural person ("customer" or "you/your") who concludes a legal transaction for purposes that are for the most part neither commercial nor for their independent professional activity. These GTC apply to all contracts concluded between SCHIESSER and the customer via the SCHIESSER online shop with the purpose of delivering goods; the version valid at the time the order is placed is to be considered applicable. Any terms and conditions and/or stipulations laid down by the customer that either differ from or clash with these Terms and Conditions, regardless of their denomination, are explicitly excluded unless SCHIESSER explicitly agrees to their applicability in writing.

2. The goods listed in the online shop are exclusively available to customers residing in Switzerland or Liechtenstein who can provide a delivery address in one of these countries.

Section 2 Conclusion of Contract

1. The SCHIESSER Online Shop website only represents a prospective sale ("online catalog site"). Products displayed in the online shop are intended only for the purpose of customers placing an order. All information is therefore subject to change and considered non-binding.

2. The email order confirmation sent by us after your order is placed is only used to inform you that we have received your order (for details of the order process, see Section 3 of these GT&Cs). This does not constitute a purchase contract.

3. The purchase contract is only considered to have been concluded once our goods have been shipped and you have received a corresponding confirmation by email. With this confirmation or in a separate email, but no later than upon delivery of the goods, the written contract (consisting of the order, Terms and Conditions, cancellation policy and confirmation) will be sent to you in a durable medium (email or paper printout). If, while processing your order, we discover that the products you ordered are not available, we will inform you of this separately by email.

Section 3 Order Process

The order process in our online shop consists of a total of 5 steps.

1. The first step involves selecting the desired items and placing them in the shopping cart by clicking the "add to shopping cart" button.
2. In the second step, you can decide whether you want to create a customer account or continue with your order without a customer account.
3. In the third step, you enter your personal information including the billing address and, if necessary, a different delivery address. At this time, if you are registering for an account or placing a guest order, you will have to accept our General Terms and Conditions and data protection regulations by ticking the box; the above can be accessed via the corresponding link.
4. The fourth step involves selecting one of the payment methods offered.
5. In the last step, you have the option of reviewing all information (e.g. name, address, payment method, items ordered) again and correct them if necessary. Prior to submitting your order, you will be expressly advised of the validity of these General Terms and Conditions, our data protection regulations and cancellation policy, all of which you can access via the corresponding link. You will also be expressly advised that by placing your order you agree to the validity of the aforementioned Terms and Conditions. The order, and thus a binding purchase offer, is made by clicking the "Buy now" button. The conclusion of the purchase contract is based on Section 2 of these GT&Cs.
6. The goods will only be shipped in quantities for normal household use.

Section 4 Minors

If you have not yet reached the age of 18, online orders can only be placed together with your parents or a legal guardian. completed their 18th year of age. Our products for minors can only be purchased by people over the age of 18. If you have not yet reached the age of 18, online orders can only be placed together with your parents or a legal guardian.

Section 5 Cancellation Policy

1. Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without having to provide a reason.

The cancellation deadline is fourteen days from the date on which you or a third party designated by you, who is not the carrier, have taken possession of the goods.

In the case of a contract in which you have purchased several goods as part of a single order and which are shipped separately, the cancellation period is fourteen days from the date on which you or a third party named by you, who is not the carrier, have taken possession of the final shipment.

To exercise your right of withdrawal, you must provide a clear declaration of your intent to withdraw from this contract, in writing (e.g. by posted letter or email), to SCHIESSER GmbH, Schützenstrasse 18, D-78315 Radolfzell, Germany, email: widerruf@schuesser.com, telephone: +49 1805 212699 (depending on your telecommunications service provider, charges may apply for international calls to Germany).

You can also use the attached withdrawal form (<https://www.schiesser.ch/en/withdrawal-form/>) for this purpose. However, this is not required. You can also fill out and submit the withdrawal form electronically on our website. If you choose to make use of the latter option, we will immediately send you an email confirming receipt of your withdrawal.

To meet the withdrawal deadline, all you need to do is send your notification of exercising your right of withdrawal before the withdrawal period has expired.

2. Consequences of Withdrawal

If you do withdraw from this contract, we will immediately refund all payments that we have received from you, including any shipping fees (with the exception of additional costs incurred if you choose to use a different type of shipping method other than the inexpensive standard delivery offered by us), immediately and at the latest within fourteen days from the date we received your notification of withdrawal from the contract.

We will use the same method of payment for this refund that you used for the original transaction, unless otherwise agreed upon, and no fees will be deducted from this refund.

We may refuse to issue an refund until we have received the goods or until you have provided proof that you have sent the goods back, whichever comes first.

You have must the goods retrieved without delay and no later than 14 days from when you notified us of your withdrawal from this contract, after making a corresponding appointment via [Pick@Home](#). The deadline is considered met as long you send the goods off within fourteen days.

We will bear the costs for retrieval of the goods ([Pick@Home](#)).

You will only have to pay for any loss in value of the goods if this loss in value is due to excessive handling of the goods beyond checking the nature, properties and functionality of the goods.

Checking the condition and functionality is understood to mean testing and trying out the respective goods in the same way it would be possible and customary to do so at a retail store. Moreover, you can avoid having to pay compensation by not using the item like your own property and by refraining from doing anything to it that may impair its value.

Sample withdrawal form

If you wish to withdraw from the contract, please fill out this form and return it to: SCHIESSER GmbH, Schützenstraße 18, 78315 Radolfzell, Germany, email widerruf@schuesser.com.

- I/we () hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*) and/or provision of the following services (*)*

- Ordered on () / received on (*):*

- Consumer name(s):

- Consumer address(es):

Consumer signature(s) (only when notification is submitted in paper form)

Date

() Please cross out any inapplicable information*

End of sample withdrawal form

3. Exclusion of Withdrawal

The right of withdrawal does not apply to the delivery of goods which do not come pre-assembled and for the manufacture of which a personalized selection or provision has been made by the consumer or which are clearly tailored to the consumer's personal needs, goods which are not suitable for return for reasons of public health or hygiene or if their seal has been removed following delivery or in the event of other statutory grounds for exclusion.

End of withdrawal

Section 6 Shipping and Additional Right of Return

1. Unless otherwise agreed, goods shall be delivered to the delivery address you provide. Delivery is only available for addresses in Switzerland. The delivery is performed by our logistics service provider, Post CH AG.

2. Delivery time within Switzerland is approx. 5-7 business days (Monday to Friday).

3. Irrespective of the statutory right of withdrawal (see Section 5 of these General Terms and Conditions), you have an additional right of return, to be exercised within twenty eight calendar days of receipt of the goods. Within this period (beginning on the day after receipt of the goods), you may return the goods, by delivery or in person, provided that the goods are complete and in their original packaging and are in unused and undamaged condition. Returning goods is free of charge, regardless of the value of the goods, provided that you request the return to be picked up via Pick@Home. On-time retrieval suffices to meet the deadline. Any existing payments made to us will be refunded if the requirements described above have been met. For this refund, we will use the same method of payment that was used for the original transaction, unless otherwise requested. The right of return described above does not affect your statutory rights and claims, in particular your statutory right of withdrawal and your statutory warranty rights.

Section 7 Prices and Shipping Costs

1. The prices featured in the online shop at the time of the order apply. These include applicable statutory sales tax.

2. Before completing the order, we will inform you of any shipping costs for which you are responsible in the order form; these will be itemized and presented separately from the price of the goods. For more information on any shipping costs you may be required to pay, please visit <https://www.schiesser.ch/en/payment-types-shipping/>.

Section 8 Payment Methods

1. SCHIESSER accepts the payment methods displayed during the order process. The following payment methods are offered in the online shop:

Payment in advance

Invoice

Credit card (Visa and Mastercard)

2. We reserve the right to perform a credit check in compliance with all relevant data protection regulations and, in the event of a negative credit report, especially if you are in arrears with invoices from previous orders in our online shop, the right to process your order only with the payment methods we suggest (e.g. prepayment). We will inform you of this decision immediately, in all instances before the conclusion of a purchase contract (see Section 2, Paragraph 3 of these GT&Cs).

3. With regards to payment on account, the amount must be paid within 14 days of receipt of the invoice to the account specified on said invoice. The invoice will be enclosed in the package.

4. If you are in arrears with paying your invoice, you are responsible for reimbursing us for any damage caused by this; this includes in particular any necessary pursuit of our claims, both in and out of court (including - if the legal requirements are met and taking into account any statutory fee regulations - costs for debt collection agencies and/or legal aid).

Section 9 Retention of Title

The delivered goods remain the property of SCHIESSER until they have been paid for in full.

Section 10 Warranty

1. The warranty for defective purchased goods is based on the statutory provisions. In particular, the customer is entitled to request subsequent performance (replacement item or removal of defects/repair). SCHIESSER is entitled, however, to provide the customer with a new item if rectification of the defect would result in unreasonable effort. In particular, the value of the item in intact condition, the severity of the defect and the question of whether a replacement item could be accepted without significant disadvantage for the customer must be taken into account.

2. The warranty is considered void if you alter the products in such a way that causes a defect.

3. You can submit your warranty claims, stating your order number, name, address and a brief explanation by email to kundenservice@schieesser.com. The defective goods are to be returned to us for inspection by means of retrieval, which shall be arranged via pick@home. By fulfilling the above requirements, you will make the inspection easier for us and speed up the process. A limitation of the warranty rights does not go hand in hand with possible non-fulfillment. Statutory provisions apply in this respect.

§ 11 Offsetting, retention

You have the right to offsetting only if your counterclaims have been legally established or are undisputed by us. You are only authorized to exercise the right of retention if your counterclaim is based on the same contractual relationship.

Section 12 Data Protection

The protection of your personal data collected in our online shop in the course of our business relationship is very important to us. We will only process your data in accordance with our data protection regulations. You can view and print out our Privacy Policy [here](#).

Section 13 Copyright and Trademark Law

1. The entire contents of the website, in particular texts, graphics, photos, illustrations and software, are the property of SCHIESSER. This content is protected by copyright law and other commercial property rights. Duplication, editing, saving or any other processing of this data is not permitted.
2. All trademarks used on the website are the property of SCHIESSER, unless stated otherwise. Any application or use of these trademarks in any shape or form without our consent is prohibited.

Section 14 Liability

1. We are not liable (subject to the following exceptions) in particular for customer claims for damages or reimbursement of expenses - irrespective of the legal grounds - in the event of a breach of duties arising from a vicarious agent or statutory obligation.
2. The above exclusion of liability pursuant to Section 14 subsection 1 shall not apply:
 - for its sole intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
 - for the breach of essential contractual obligations. "Essential contractual obligations" are those whose fulfillment characterizes the contract and on which the customer may rely;
 - in the event of bodily injury, loss of life or damage to health, also by legal representatives or vicarious agents;
 - insofar as we have assumed a guarantee for the quality of our goods or the existence of a performance outcome or a procurement risk within the sense of Section 276 of the German Civil Code (BGB);
 - in the event of liability under the Product Liability Act or other legally mandatory liability circumstances.
3. In the event that we or our subcontractors are only guilty of slight negligence and there is no case of the above Section 14 subsection 2, 3rd, 4th and 5th paragraph, we shall only be liable for the foreseeable damage typical for this type of contract, even in the event of a breach of material contractual obligations.
4. The exclusions or limitations of liability pursuant to the above Section 14 subsections 1 - 3 shall apply to the same extent in favor of our corporate bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.
5. A reversal of the burden of proof is not implied by the above provisions.

Section 15 Final Provisions

All contracts between you and SCHIESSER are governed by the laws of the Federal Republic of Germany excluding the UN Sales Convention. Statutory provisions restricting the choice of law and the applicability of mandatory (consumer protection) regulations, in particular those of the state in which the customer, as consumer, has his or her main residence, remain unaffected.

The EU Commission provides a platform for out-of-court settlement of disputes. This gives consumers the option of initially settling disputes related to their online order out of court. The dispute resolution platform can be found at: <https://ec.europa.eu/consumers/odr/>. Otherwise, SCHIESSER does not take part in dispute settlement proceedings before a consumer arbitration board (Section 36 VSBG).

Section 16 Website Provider

The website offered under the domain name [schiesser.ch](https://www.schiesser.ch) is operated by:

SCHIESSER GmbH
Schützenstrasse 18
78315 Radolfzell
Germany

Represented by Managing Director:
Andreas Lindemann

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Email: kundenservice@schiesser.com

Register court, Freiburg District Court,
Commercial register number HRB 725198
VAT : CHE-489.464.739