

# General Terms and Conditions (GTC) ST Switzerland ([www.s-t.swiss](http://www.s-t.swiss))

This document is a machine translation of the German version. In case of differences between the two versions, the German version is considered correct and binding.

## 1. Scope of application

These General Terms and Conditions (hereinafter referred to as "GTC") of Sintes GmbH (hereinafter referred to as "Sintes") apply to all services and products (hereinafter referred to as "Products") of ST Switzerland. A customer is any natural and legal person who maintains business relations with Sintes.

Conflicting or deviating terms and conditions of the customer are not recognized, unless Sintes has expressly agreed to their validity in writing. The current and binding version of the GTC will be published on the homepage of ST Switzerland.

## 2. Information about products and services

The information about products and services is compiled by Sintes for the customers as clearly and customer-friendly as possible.

## 3. Price

All prices are inclusive of VAT, unless otherwise stated.

## 4. Availability

Sintes attaches great importance to carefully maintaining the availability information and to identifying it as correctly as possible. However, delivery delays may occur, in particular due to production or delivery bottlenecks. All information on delivery times is therefore without guarantee and may change at any time without notice. Delivery may also be completely impossible if a product can no longer be manufactured or delivered. In this case, a delivery impossibility (resolving condition) occurs in accordance with para. 5 of the GTC.

## 5. Conclusion of contract

Products, services and prices published at [www.s-t.swiss](http://www.s-t.swiss) are considered an offer. However, this offer is always subject to the (dissolving) condition of an impossibility of delivery or an incorrect price indication.

The contract is concluded as soon as the customer places his order via the online shop, in the shop, by telephone or e-mail. The arrival of an online order is displayed to the customer by means of an automatically generated order confirmation to the e-mail address provided by him. The receipt of the automatically generated order confirmation does not contain any assurance that the product is actually available or can be delivered. It merely indicates to the customer that the order placed has arrived at Sintes and thus the contract has been concluded, which is subject to the condition of delivery possibility.

If delivery is impossible in accordance with Section 4, the contract will be terminated immediately and automatically. The customer will be informed of this immediately. If the customer has already paid, this amount will be refunded to him. If no payment has yet been

made, the customer will be released from the obligation to pay. As a result of such a termination of the contract, Sintes is not obliged to make a replacement delivery.

## 6. Terms of payment

The customer undertakes to pay with the payment options provided. The current payment options and the associated conditions are published at [www.s-t.swiss](http://www.s-t.swiss). Sintes reserves the right to exclude customers from individual payment options without giving reasons.

Products delivered to the customer remain the property of Sintes until full payment of the purchase price. The customer grants Sintes the right to have a retention of title entered in the retention of title register.

## 7. Default of payment

If the customer does not meet his payment obligations in whole or in part, all outstanding amounts that the customer owes Sintes under any title shall become due immediately and Sintes may demand them immediately and discontinue further deliveries to him. In the case of an order by advance payment, Sintes may automatically terminate all affected contracts automatically and without further notice at the earliest eight calendar days after Sintes has unsuccessfully sent the customer a request for payment.

Sintes may charge a handling fee of CHF 20.- from the 3rd reminder. Sintes reserves the right to assign the claim to a collection agency.

## 8. Cancellation and termination of contract

Orders are subject to para. 5 of the GTC binding and the customer is obliged to accept the service. Subsequent changes at the request of the customer are exceptionally possible and at the discretion of Sintes. The possibility of cancellation depends on the product and the time of cancellation. Depending on the case, the order is free of charge, can be cancelled for compensation or not at all.

If the customer does not accept the products within two weeks despite the obligation to accept, Sintes may terminate (cancel) the contract and invoice the handling costs. In the event of a delay in delivery by Sintes in accordance with para. 4 of the GTC, the customer is entitled to withdraw from the contract at the earliest 30 calendar days after the agreed delivery date. In the event of cancellation due to non-delivery, Sintes will refund amounts already paid in advance to the customer.

## 9. Delivery costs

The delivery costs for order and invoice apply to deliveries in the specified destination country. In the event of deviations from the effective destination country, these may differ from the original invoice amount and the information on [www.s-t.swiss](http://www.s-t.swiss).

## 10. Customer's obligation to check

The customer must immediately check delivered or collected products for correctness, completeness and integrity. Any defects must be reported to Sintes immediately after detection, but at the latest within 5 calendar days after receipt of the shipment/collection. The customer must keep the product in the delivery condition and may not use it.

Upon delivery by a service partner, the customer confirms with his signature on the delivery note that there are no obvious defects in the product. Otherwise, he must indicate the defect on the delivery note. This does not apply to hidden defects.

## 11. Exchanges and Returns

There is no general entitlement to exchange and return. However, they are possible under the conditions listed on [www.s-t.swiss](http://www.s-t.swiss).

## 12. Returns

Returns of products are made at the expense and risk of the customer. They must be sent by registered mail to the place indicated by Sintes. The products must be professionally packaged in their original packaging.

The return due to a defect in the product must be enclosed with a detailed error description and a copy of the purchase invoice. In the case of products that have no detectable defects, Sintes may charge the customer for the costs for the inspection as well as the return or disposal.

Returns that cannot be assigned to a customer are kept for 12 months and then disposed of.

## 13. Warranty

The two-year warranty period from the date of delivery shall always apply, whereby Sintes has the choice of providing the warranty by rectification, replacement, conversion or reduction.

The warranty is only provided if there are no grounds for exclusion such as normal wear and tear, damage due to incorrect manipulation, interventions and manipulations as well as external circumstances such as elemental, moisture, fall and impact damage, etc.

Items sold at reduced prices may have slight visual defects. These optical defects are excluded from the warranty.

## 14. Repair after expiry of the warranty period

Sintes may charge costs for repairs after expiry of the warranty period.

## 15. Protection of minors

If the order contains products that require a certain minimum age, the customer confirms compliance with these legal provisions with the order.

## 16. Liability

Claims for damages against Sintes and her assistants are, as far as legally permissible, completely prohibited. Liability for indirect damages and consequential damages resulting from use, failure or loss of performance is not limited to liability. This exclusion of liability also applies to all types of direct and indirect damage (i.e. personal injury, property damage and pure financial loss) caused by incorrect or incorrect wearing of the product by the customer.

## 17. Data protection

Sintes does not pass on any data to third parties, unless we are obliged to do so by law, or the user has consented in accordance with the GTC.

Sintes does not collect any data that can be used for advertising purposes, etc.

The homepage of ST Switzerland may contain links to third-party websites. Sintes is not liable for the privacy policy, nor for the collection and use of personal data, nor for the content on these websites. Therefore, when using a link to another website, you should carefully read the privacy policy applicable to that website.

## 18. Applicable Law and Jurisdiction

All disputes in connection with these GTC are subject to Swiss law, whereby the UN Sales Law (CISG) is completely excluded. Place of jurisdiction is Ormalingen, Switzerland.

## 19. Severability clause

Should individual provisions of these GTC be void and/or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by those which come closest to the meaning and purpose of the invalid and/or ineffective provisions in a legally effective manner. The same applies to any gaps in the regulation.