

## **1. Scope**

The following Terms and Conditions apply to all orders placed via our online shop. Our online shop is for consumers only.

A consumer is anyone who purchases goods or services for purposes unrelated to their trade, business or profession.

## **2. Contractual partner, formation of contract**

The contract is concluded with SIGG Switzerland Bottles AG.

By placing the products in the online shop, we make a binding offer on our part to enter into a contract regarding those items. You may place our products in the shopping basket without obligation and amend your entries at any time prior to submitting your binding order by using the correction facilities that are provided for this purpose and explained during the ordering process. The contract is formed by clicking on the order button which indicates your acceptance of our offer concerning the goods contained in the shopping basket. Once you have sent your order you will immediately receive a confirmation via e-mail.

We will accept your offer within two days by

- issuing a declaration of acceptance in a separate email or
- having the goods delivered or,
- where applicable, once the payment transaction has been executed by our service provider or the selected payment service provider. The execution date for payment transaction depends on the payment method selected (see "Payment" below).

The acceptance method relevant to you depends on which of the listed events occurs first.

## **3. Contract language, saving of the contract text**

The languages available for concluding the contract: English, German, French.

We save the text of the contract and forward the order data and our Terms and Conditions to you on a durable medium. You may also view the text of the contract in our customer login area.

## **4. Delivery conditions**

Delivery costs are added to the product prices as displayed. Delivery charges are explained within individual product offers.

We only ship to delivery addresses within Switzerland and the Principality of Liechtenstein.

We only dispatch goods en route; pick up by the customer is not possible.

We do not deliver to a "Packstation".

## **5. Payment**

The following payment methods are basically available in our online shop:

### **Credit Card**

You provide your credit card details during the ordering process. Your card will be charged immediately after placing your order.

### **PayPal**

During the ordering process, you will be redirected to the website of the online provider PayPal. To pay the invoice amount via PayPal, you must have a PayPal account or open one beforehand, enter your PayPal credentials and confirm the payment instruction to us. After placing the order in the shop, we request PayPal to initiate the payment transaction. PayPal will automatically execute the payment transaction immediately afterwards. You will receive further instructions during the ordering process.

### **Apple Pay**

In order to pay the invoice amount via Apple Pay, you must be using the Safari browser, be registered with the service provider Apple, have activated the Apple Pay function, enter your Apple credentials and confirm the payment instruction. The payment transaction is carried out immediately after the order has been placed. You will receive further instructions during the ordering process.

### **Google Pay**

In order to pay the invoice amount via Google Pay, you must be registered with the service provider Google, have activated the Google Pay function, enter your Google credentials and confirm the payment instruction. The payment transaction will be carried out immediately after the order has been placed. You will receive further instructions during the ordering process.

## **6. Retention of title**

The goods shall remain our property until full payment is made. We shall be entitled to make a corresponding entry in the retention of title register.

## **7. Damage during delivery**

If the goods are delivered with obvious damage caused during delivery, please report the defect to the carrier and notify us without delay. Failure to make a complaint or to make contact does not in any way affect your legal rights or the enforcement of such rights, notably your warranty rights. However, in doing so you help us to assert our own claims against the carrier or transport insurer.

## 8. Warranty and guarantees

Unless expressly agreed otherwise below, the statutory law governing guarantees shall apply.

Information on any additional guarantees that may apply and their exact conditions can be found on the product page and on special information pages in the online shop.

As soon as it is feasible in the ordinary course of business, you must inspect the quality of the received goods and, if defects are detected for which the seller is liable, you must notify the seller immediately. If you fail to do so, the purchased item shall be deemed to have been accepted, except in cases where the defects were not recognizable during the normal inspection. If such defects are discovered later, notification must be made immediately after discovery, otherwise the item shall be deemed to also have been accepted with respect to these defects.

You must return the defective product to us with a detailed description of the defect. You bear the transport costs incurred. We shall uphold our guarantee by rectifying defects. We do this at our discretion either by remedying the defect (rectification) or by delivery of a defect-free item (replacement). If the retrospective fulfillment fails, you shall be entitled to withdraw from the contract. This does not apply in the case of insignificant defects. Any right to a price reduction is excluded. This exclusion of liability also extends to all claims that compete with the guarantee rights, be they claims based on contract (Art. 97 et seq. of the Swiss Code of Obligations (OR)), tort (Art. 41 et seq. OR), refutation of the contract due to error (Art. 23 et seq. OR), etc.

**Customer service:** Our customer service is available for queries, complaints and claims on working days from 8 a.m. to 12 p.m. and from 1 p.m. to 5 p.m. via phone at 0041 52 728 63 30 as well as via email at [swiss-shop@sigg.com](mailto:swiss-shop@sigg.com).

## 9. Liability

We shall in any case be liable without limitation for claims due to damages that have been caused by us, our legal representatives or legal agents

- for injury to life, limb or health
- for deliberate or grossly negligent breach of duty
- for guarantee commitments, where agreed or
- the Swiss Product Liability Act finds application.

In the event of a breach of material contractual obligations whose fulfillment is a prerequisite for the proper performance of the contract, and on whose observance the contractual partner may regularly rely (cardinal obligations), that is due to slight negligence on our part or on the part of our legal representatives or vicarious agents, the amount of liability shall be limited to the damage foreseeable at the time of the conclusion of the contract and which must typically be expected to occur.

In all other cases, any claims for damages are excluded.