

General Terms and Conditions with client information

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1) Scope

1.1 These Terms and Conditions of Bauwerk Group Schweiz AG (hereinafter referred to as the 'Seller') apply to all contracts that a consumer or merchant (hereinafter referred to as the 'Client') concludes with the Seller in respect of the goods and/or services that the Seller presents in its online shop. The inclusion of the Client's own conditions is hereby rejected, unless otherwise agreed.

1.2 Within these General Terms and Conditions, a consumer is defined as any natural individual that enters into a legal transaction for a purpose that can be attributed to neither their commercial nor their independent professional activity. Within these General Terms and Conditions, a merchant is defined as any natural individual, legal entity or legal partnership that, at the time of entering into a legal transaction, acts as part of their independent professional or commercial activities.

2) Conclusion of contract

2.1 The product descriptions included in the Seller's online shop do not constitute offers that are binding on the Seller; instead, their purpose is to enable the submission of a binding offer by the Client.

2.2 The Client can submit the offer using the online order form integrated in the Seller's online shop. In doing so, after entering their personal details, the Client clicks on the button completing the ordering procedure to submit a legally binding contractual offer in relation to the goods and/or services present in the shopping basket.

2.3 The Seller may accept the Client's offer within five days, – by sending to the Client a written order confirmation or an order confirmation in text form (fax or email), whereby the time the order confirmation is received by the Client applies, or – by delivering the ordered goods to the Client, whereby the time the goods are received by the Client applies, or – by requesting payment from the Client once the order is placed. If more than one of the above alternatives apply, the contract is concluded at the time when one of the above alternatives takes effect first. If the Seller does not accept the Client's offer within the above time, this is deemed a rejection of the offer with the consequence that the Client is no longer legally bound by their declaration of intent.

2.4 The period for accepting the offer begins on the day after the offer is sent by the Client and ends at the end of the fifth day after the offer has been sent.

2.5 When an offer is submitted via the Seller's online order form, the text of the contract is saved by the Seller and sent to the Client in text form (e.g. email, fax, or letter) in addition to these General Terms and Conditions, after the order has been sent. Once the order has been sent, the Client can no longer access the text of the contract via the Seller's website.

2.6 Before binding submission of the order using the Seller's online order form, the Client can make adjustments in their entries at any time using common keyboard and mouse functions. Furthermore, prior to binding submission of the order, all entries are once again displayed in a confirmation window and can also be edited there using common keyboard and mouse functions.

2.7 The contract language is German.

2.8 Processing of the order and contact communication takes via email and following an automated order processing procedure. The Client must ensure that the email address they provide for processing of the order is correct, so that this email address can be used to receive messages sent by the Seller. When using SPAM filters, the Client must specifically ensure that all email messages sent by the Seller or third parties authorised by the Seller to process orders can be delivered.

3) Prices and payment terms

3.1 The prices specified by the Seller include the statutory value-added tax and other price components. Any additional delivery and shipping costs are indicated separately in the respective product description.

3.2 The Client makes various payment options available, as described in the Seller's online shop.

3.3 If prepayment is agreed on, payment becomes due immediately after the contract has been concluded.

3.4 If 'PayPal' is selected as the payment method, the payment is processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, subject to the PayPal User Agreement, available at https://www.paypal.com/ch/webapps/mpp/ua/useragreement-full?locale.x=de_CH. Among other things, this requires the Client to create a PayPal account or to already have such an account.

3.5 If the 'Mollie' payment service is selected as the payment method, the payment is processed by the payment service provider Mollie B.V., Keizersgracht 313, 1016 EE Amsterdam, The Netherlands (hereinafter referred to as 'Mollie'). The Client is informed of the individual payment methods offered via Mollie in the Seller's online shop. In order to process payments, Mollie may use other payment services that may be subject to special payment terms, which the Client is informed of separately, as necessary. For more details about Mollie, visit <https://www.mollie.com/de/>.

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4) Delivery and shipping terms

4.1 The delivery of goods normally takes place using the shipping method and the delivery address specified by the Client. In order to process the transaction, the delivery address specified as part of the Seller's order process applies. As an exception, if PayPal is selected as the payment method, the delivery method registered with PayPal by the Client at the time of the payment applies.

4.2 If the transport company returns the shipped goods to the Seller because the goods could not be delivered to the Client, the Client bears the costs of the failed delivery.

4.3 In general, the risk of accidental loss and deterioration of the goods sold is transferred on handover of the goods for shipping or on transfer of the goods to the authorised transport provider.

4.4 Pick-up by the Client is not possible for logistical reasons.

5) Liability for defects

Statutory liability for defects applies.

6) Applicable law, place of jurisdiction

6.1 If the Client acts as a consumer, all legal relationships of the Parties are subject to Swiss law, under exclusion of the UN Convention on the International Sale of Goods, and the exclusive place of jurisdiction for all disputes arising from this Contract is the Client's place of residence.

6.2 If the Client acts as a merchant, the exclusive place of jurisdiction for all disputes arising from this Contract is the Seller's place of residence or place of business.