

LÄSSER - WebShop General Terms and Conditions (GTC)

1. Scope

The following General Terms and Conditions (GTC) apply to all orders placed via our website. The offering on this website is addressed to all registered customers.

Consumers are natural persons who maintain business relations with LÄSSER - WebShop, which can neither be assigned to their commercial nor their independent professional activity. Orders in non-household quantities may be rejected without justification.

LÄSSER - WebShop reserves the right to change these GTC at any time. The version of these GTC in force at the time of the order applies in each case and may not be unilaterally amended for this order. Any terms and conditions of the customer that conflict with or deviate from these GTC will not be recognized.

The operator of this website is LÄSSER - WebShop ([imprint](#)).

2. Information on this website

LÄSSER - WebShop contains information about products and services. We reserve the right to make price and product range changes as well as technical changes. All data on <https://shop.laesser.ch/> (product descriptions, images, illustrations, videos, dimensions, weights, technical specifications, accessory relationships and other data) is for illustrative purposes, is to be understood as approximate values and is not binding. In particular, they do not constitute any assurance of properties or guarantees, unless explicitly stated otherwise. LÄSSER - WebShop makes every effort to ensure that all details and information on this website are correct, complete, up-to-date and clear, but LÄSSER - WebShop cannot guarantee this neither explicitly nor implicitly.

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

LÄSSER - WebShop can not guarantee that the listed products are available at the time of ordering. Therefore, all information on availability and delivery times is without guarantee and may change at any time and without notice.

3. Prices

The sales prices on LÄSSER - WebShop are to be understood as final prices and include, unless stated otherwise, the statutory value added tax and any other statutory charges such as advance recycling fees (vorgezogene Recyclinggebühren – VRG) or copyright levies for electronic equipment. Prices are to be understood as net prices in Swiss francs (CHF).

Any shipping costs, unless stated otherwise, will be charged additionally and will be paid by the customer. Shipping costs are shown separately in the ordering process.

Technical changes, errors and misprints are reserved, and LÄSSER - WebShop can in particular make price changes at any time and without notice. The sales prices do not include consulting and support services.

4. Contract conclusion

The products and prices on this website are non-binding offers.

With the order via this website including the acceptance of these GTC, the customer submits a legally binding offer to conclude a contract. LÄSSER - WebShop will then send an automatic order confirmation by email, which confirms that LÄSSER - WebShop has received the offer of the customer. Placed orders are binding for the customer. Unless stated otherwise, there is no right of return and/or withdrawal.

The contract is concluded as soon as LÄSSER - WebShop sends a declaration of acceptance by email, in which the shipment of the ordered products or services is confirmed.

Orders will only be delivered after receipt of full payment (exception: delivery against invoice) and provided that the goods are available. If it turns out that the ordered goods cannot be delivered or cannot be delivered completely, LÄSSER - WebShop is entitled not to accept and/or execute the order or only partially. In such a case, LÄSSER - WebShop will inform the customer by email. If the customer's payment has already been received by LÄSSER - WebShop, the payment will be refunded to the customer. If payment has not yet been made, the customer will be released from the obligation to pay.

5. Payment options and retention of title

The payment options specified in the ordering process are available to the customer.

LÄSSER - WebShop reserves the right to exclude customers from individual payment options without giving reasons or to insist on prepayment.

LÄSSER - WebShop may charge default interest of 5% per annum and a maximum reminder fee of CHF 20 per reminder in the event of payment default by the customer.

The products delivered to the customer remain the property of LÄSSER - WebShop until full payment.

6. Delivery, obligation to inspect, notification of defects and return

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

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

The dispatch of the invoice, as far as delivery against invoice is offered, takes place at the discretion of LÄSSER - WebShop by email or by post.

If the delivery cannot be made or if the customer refuses to accept the delivery, LÄSSER - WebShop can cancel the contract after notifying the customer by email and granting a reasonable period of grace and charge the customer for the costs of the efforts.

The customer is obligated to inspect the delivered goods immediately upon receipt of the delivery and to report any defects for which LÄSSER - WebShop provides warranty immediately in writing by letter or email to the address in the [Imprint](#).

Returns to LÄSSER - WebShop are 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 note and a detailed description of the defects to the return address specified by LÄSSER - WebShop in the [Imprint](#).

If the inspection by LÄSSER - WebShop shows that the goods have no detectable defects or that they are not covered by the manufacturer's warranty, LÄSSER - WebShop may charge the customer for the efforts, the return or the possible disposal.

7. Right of withdrawal

The customer is granted a right of withdrawal for 10 calendar days after receipt of the goods. The period is considered to be observed if the customer sends the written withdrawal by email or letter (address according to [Imprint](#)) to LÄSSER - WebShop within this period. The withdrawal does not require any justification.

The exercise of the right of withdrawal results in 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 note to the return address specified by LÄSSER - WebShop in the [Imprint](#). Returns to LÄSSER - WebShop are at the expense and risk of the customer. Any payment already made will be refunded to the customer within 20 calendar days, provided that LÄSSER - WebShop has already received the returned goods or the customer can provide proof of shipment.

LÄSSER - WebShop reserves the right to claim 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 charge the customer.

No right of withdrawal will be granted in the following cases:

- (i) if the contract has an element of chance, namely because the price is subject to fluctuations over which the provider has no control;
- (ii) if the subject of the contract is a movable item which, due to its nature, is not suitable for return or may spoil quickly;
- (iii) if the subject of the contract is a movable item that is manufactured according to the customer's specifications or clearly tailored to personal needs;
- (iv) if the subject of the contract is digital content and such content is not provided on a fixed data carrier or if the contract is to be performed in full by both contracting parties immediately;
- (v) if the subject of the contract is a service and the contract is to be fully performed by the provider with the prior express consent of the customer before the withdrawal period has expired.
- (vi) In the areas of accommodation, transportation, delivery of food and beverages, and recreational activities, if the provider undertakes at the conclusion of the contract to provide the services at a specific time or within a precisely specified period.

8. Warranty

LÄSSER - WebShop makes every effort to deliver goods of impeccable quality. In case of defects notified in due time, LÄSSER - WebShop warrants the item purchased by the customer to be 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 LÄSSER - WebShop to provide warranty by free repair, equivalent replacement or refund 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 as well as defects caused by external circumstances. Likewise, the warranty for consumables and wear parts (e.g. (rechargeable) batteries etc.) is excluded.

LÄSSER - WebShop can not give assurances or guarantees for the topicality, completeness and correctness of the data as well as for the constant or undisturbed availability of the website, its functionalities, integrated hyperlinks and further contents. In particular, it is neither warranted nor guaranteed that the use of the website will not infringe rights of third parties not owned by LÄSSER - WebShop.

9. Liability

LÄSSER - WebShop excludes any liability, irrespective of its legal basis, as well as claims for damages against LÄSSER - WebShop and against any auxiliary persons and vicarious agents. In particular, LÄSSER - WebShop is not liable for indirect damages and consequential damages, loss of profit or any other personal injury, property damage and pure financial loss of the customer. Any further mandatory legal liability, for example for gross negligence or unlawful intent, will remain reserved.

LÄSSER - WebShop uses hyperlinks only for the simplified access of the customer to other websites. LÄSSER - WebShop can neither know the content of these websites in detail, nor assume liability or other responsibility for their content.

10. Privacy

LÄSSER - WebShop may process and use the data collected during the conclusion of the contract to fulfil the obligations arising from the purchase contract, as well as for marketing purposes. The data necessary for the performance of the service may also be passed on to contracted service partners (logistics partners) or other third parties.

The privacy policy is available in detail at the following link:

[\(Privacy\)](#)

11. Partial invalidity

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

12. Other provisions

LÄSSER - WebShop expressly reserves the right to change these GTC at any time and to put them into effect without notice.

In the event of disputes, **Swiss substantive law will 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 the place of business/headquarters of LÄSSER - WebShop or the place of residence of the consumer.

13. Contact

If you have any questions about these terms and conditions, please contact:

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Switzerland
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Diepoldsau, March 16, 2023