

## Scope

These general terms and conditions apply to all orders that customers place via the capuli.ch online shop.

Capulí LLC

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UID / VAT number: CHE-323.084.162

Hereafter referred to as "Capulí".

Legally binding are only the Terms and Conditions set in the company's main language, German.

## Offer and conclusion of contract

The presentation of the products in the online shop does not constitute a legally binding offer, but an invitation to order.

By clicking the "Buy now" button, the customer places a binding order for the products listed on the order page.

Immediately after receiving the order, Capulí confirms the order by email. The purchase contract is only concluded when Capulí confirms the dispatch of the goods by email (order or dispatch confirmation) or, at the latest, upon delivery of the goods.

## Contract performance

The order confirmation is decisive for the scope and execution of the delivery. Unless a special place of performance has been agreed by the parties or is evident from the nature of the transaction, the delivery of the products in our distribution center is deemed to be delivery. Unless expressly agreed otherwise, the benefit and risk are transferred from the sender to the customer when the goods are dispatched.

## Prices and shipping costs

The prices stated on the product page include VAT and other price components and are in Swiss Francs (CHF).

The exact shipping costs are shown to the customer in the ordering process.

## Delivery terms

Delivery takes place in Switzerland and the Principality of Liechtenstein.

If not all of the products ordered are in stock, Capulí is entitled to make partial deliveries. Subsequent delivery is free of charge for the customer.

If the delivery of the goods fails through the fault of the customer despite three delivery attempts, Capulí can withdraw from the contract. Any payments made will be refunded immediately.

## Payment terms

Payment can be made either by credit or debit card (Visa, Mastercard, Postfinance), PayPal, prepayment or invoice. The invoice payment method is not possible under the following circumstances:

- Delivery address outside of Switzerland or the Principality of Liechtenstein
- Delivery and billing addresses are not identical
- Customer is not registered at the place of delivery
- Order value is over 500 CHF
- Negative credit check

Capulí reserves the right to invoice late payment fees. Capulí also reserves the right to check the customer's creditworthiness with a credit check institute.

## *Payment in advance*

If you select the payment method in advance, Capulí will provide his Swiss bank details in the order confirmation. The invoice amount must be transferred to our account within 10 days.

## *Credit card*

When paying by credit card, the customer's account is debited when the goods are shipped. If no goods are dispatched, the credit card will not be charged.

A set-off with counterclaims not recognized or not legally established by the customer is excluded. The customer can only exercise a right of retention if the claims are based on the same contractual relationship.

## **Retention of title**

Retention of title; On Bill; Right of retention

The goods remain the property of Capulí until full payment has been made. Pledging, assignment by way of security, processing or remodeling without the consent of Capulí is not permitted before the transfer of ownership.

## **Right of withdrawal**

You have the right to cancel this contract in writing within thirty days without giving any reason. The cancellation period is thirty days from the day on which you or a third party named by you who is not the carrier has taken possession of the last goods.

All items returned this way are checked by Capulí. Purchased products must not show any signs of use. The buyer bears the costs for the return transport in any case. Only the corresponding sales price will be refunded, excluding shipping costs originally incurred.

## **Guarantee**

Capulí guarantees the rectification of defects. Capulí can choose to do this by repairing the item or delivering a defect-free item (replacement delivery).

If the subsequent performance fails, the customer is entitled to withdraw from the contract.

This does not apply to insignificant defects. A right of the customer to a reduction is excluded.

## **Liability**

Capulí excludes liability for slightly negligent breaches of contract. The same applies to breaches of contract by auxiliary staff and substitutes.

## **Applicable Law**

The contractual relationships between the customer and Capulí are subject to substantive Swiss law to the exclusion of the United Nations Convention on the International Sale of Goods of April 11, 1980 (CISG)

**Place of jurisdiction / dispute settlement**

The place of jurisdiction is Basel, Switzerland. Capulí declares its willingness to take part in an out-of-court arbitration procedure before a consumer arbitration board.

**Final provisions**

Should a provision of these general terms and conditions be ineffective, the rest of the contract remains effective. In place of the invalid provision, the relevant statutory provisions apply.