

The General Terms and Conditions of Business define the sales modalities between Modepur GmbH and the customer. They apply to all products offered for sale on the website [www.modepur.ch](http://www.modepur.ch) and to orders placed by telephone, fax, post, email or via the online shop.

Every order placed by the customer via the Modepur website necessarily presupposes that the customer has taken note of these General Terms and Conditions of Business prior to fulfilment of an order and that the customer accepts the contents of those Terms and Conditions of Business in full. Confirmation of the order constitutes the customer's acceptance of the General Terms and Conditions of Business.

The applicable General Terms and Conditions of Business are those that are valid on the date on which the customer confirms the order. Modepur reserves the right to amend the General Terms and Conditions of Business at any time and without notice, and these amended General Terms and Conditions of Business will then apply to all orders placed after the amendment.

## **1. Conclusion of the contract**

- 1.1. We only sell our goods to end consumers who are 18 years or older, and only in the commercially customary quantities.
- 1.2. The presentation of our goods in our online shop is merely a non-binding invitation to you to order goods from us.
- 1.3. By sending your order to us, you are making a binding offer to enter into a contract of sale.
- 1.4. The contract of sale takes effect when Modepur sends you a confirmation email that the order has been registered. The automated order confirmation email does not constitute acceptance of your offer to purchase, but merely documents that we have received the order. The decision of whether or not to accept an offer is taken at our sole discretion. We will inform you without delay if we will not execute an order or will do so subject to terms of payment other than those chosen by you.
- 1.5. If, while dealing with your order, we find that the products you have ordered are not available, we will notify you accordingly by email. No contract is concluded in relation to the goods that are not available.
- 1.6. When placing an order via our online shop, the order process involves five steps in total. The first step is your selection of the goods you would like to purchase. In step two you have the option of registering as a Modepur customer, if you so wish, and to set up an account or to log in, as applicable. In step three you will be asked to complete the following required fields:
  - Gender
  - Surname & first name
  - Telephone number and email address
  - House number and street
  - Post code, city and country

If the delivery address is not the same as the billing address, you can enter a separate delivery address. In step four you will be asked to confirm the shipping terms. In step five you can select your preferred payment method. At the end of this process, you can send your order to us. Once your order has been sent, you will have an opportunity to print it out.

## **2. Voluntary exchange policy**

- 2.1. In addition to your statutory right of cancellation, we voluntarily offer you the opportunity to return the goods you have purchased from us. This means that you can return any items purchased from the Modepur online shop (*see clause 2.3 for exceptions*) without stating the reason for the return of goods, within 10 days of their receipt, provided that the goods are complete, unused and undamaged. You are only permitted to try on the goods as is common practice in a retail store.
- 2.2. Customers resident in countries other than Switzerland undertake to contact us in advance by email if they would like to return or exchange goods, to notify us in writing of the return and to find out about the returns procedure. Such customers must contact us within 4 days of receiving the goods.

2.3 Our voluntary exchange policy does not apply to items for which a supplementary order has been placed with the supplier at the customer's specific request (e.g. because [www.modepur.ch](http://www.modepur.ch) does not stock this item or a particular size), or if the item has been personalised or manufactured to the customer's specifications, or altered by our tailor. Furthermore the right of return does not apply to ArtePura candles or to any ArtePura items that we purchase direct from or have manufactured by the supplier.

2.4 In addition you have the statutory right of cancellation mentioned above in clause 3.

### **3. Statutory instructions relating to returns**

#### **3.1 Return of goods**

You are entitled to return the goods within 10 calendar days without stating a reason by sending the goods back to us, subject to the conditions stipulated in clauses 2.1 and 2.2. The period allowed for the return begins at the earliest on the date you receive the goods and these instructions. This period is deemed to have been met if the goods are dispatched in good time. Goods are returned at your risk and expense.

#### **Goods must be returned to:**

Modepur GmbH  
Bösch 80A  
CH-6331 Hünenberg

#### **3.2 After the return of goods**

In the event of an effective return, the consideration received by both parties must be surrendered together with any benefit (e.g. benefits of use) gained. Compensation may be demanded if there has been deterioration of the goods. This does not apply if the deterioration of the item is solely due to its examination – as you would have been able to do in a retail outlet, for instance. Furthermore you can avoid the obligation to pay compensation by not using the goods as if they were in your possession and by refraining from doing anything that could impair their value. End of information about cancellation.

#### **3.3 Information about exceptions**

The right of return does not apply to goods that [www.modepur.ch](http://www.modepur.ch) does not keep in stock and has ordered from the supplier specially at the customer's request or that have been altered by our tailor in line with your requirements. There is also no right of return with regard to ArtePura candles or any ArtePura items that have been specially ordered from the supplier and that are produced for you (see clause 2.2). Our statutory liability in the event of quality defects remains unaffected.

### **4. Delivery / Shipping costs**

4.1 The minimum order value is CHF 100.00.

4.2 Goods are delivered free of charge to customers' addresses in Switzerland and Liechtenstein.

4.3 Goods are dispatched between 1 and 3 working days after receipt of your order and/or payment.

### **5. Prices and payment methods**

5.1 The prices at the time of placement of the order apply. All prices contain statutory value-added tax and shipping costs for Switzerland, as set out in clause 4.2.

5.2 customers based in Switzerland or Liechtenstein can choose to pay on receipt of invoice. With regard to orders subject to payment on receipt of invoice, we reserve the right at all times to dispatch the goods only subject to payment with order, especially in the following circumstances:

- If the order value exceeds CHF 500.00
- If invoices from previous consignments remain unpaid
- In the event of repeated default of payment - failure to comply with our terms of payment

- In the event of infringement of our General Terms and Conditions of Business (terms and condition for the return of goods, periods allowed for returns)
- For new customers - before our credit department has carried out a credit check
- In the event of the credit check identifying a negative credit history

Furthermore we offer the following additional payment options for customers in Switzerland and other countries:

- Advance payment by bank transfer in CHF or EUR
- PayPal
- Visa or MasterCard

#### **6. Reservation of title**

We reserve title to the goods pending payment in full. You herewith confirm your agreement to the reservation of title being registered at your place of residence / domicile in Switzerland.

#### **7. Warranty**

Unless otherwise expressly agreed, the statutory warranty regulations apply.

#### **8. Copyright and trademarks**

The entire contents of our website, including text, graphics, photographs, images, moving pictures, sounds, illustrations and software, are our property or the property of our associated companies, licensees or content providers. These contents are protected by copyright and other rights. They may only be used with our express permission. Unless otherwise indicated, all trademarks used on our website are our own trademarks. They must not be used without our prior written permission.

#### **9. Governing law**

The place of performance is CH-6300 Zug. If the customer is a trader, a corporate body under public law or a public-sector fund, the legal venue for all disputes arising from the contractual relationship, including cheque and summary bill enforcement proceedings and summary proceedings, is the competent court of jurisdiction for our registered office. All contracts are governed by Swiss law. In the event of one of these provisions or a provision within the scope of other agreements being invalid or being rendered invalid, the validity of all other provisions or agreements will not be affected.

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