

Terms and Conditions

1. SCOPE OF APPLICATION

These General Terms and Conditions regulate the legal relationship between Caroline Chevin and its customers (customers) with regard to all contracts concluded between the parties via www.carolinechevin.com

2ND OFFER

The goods shown on www.carolinechevin.com are not binding offers. If the goods are not custom-made, they will only be delivered as long as they are in stock. Price and assortment changes remain reserved. Product information such as table of contents, illustrations etc. are mainly for illustration purposes and are non-binding.

3. CONCLUSION OF CONTRACT

The customer places an order with www.carolinechevin.com This order is a legally binding offer to conclude a contract. By sending the order, the customer also acknowledges these General Terms and Conditions.

The contract is concluded as soon as the customer has received an order confirmation (order details) from Caroline Chevin. The order confirmation shall be sent to the e-mail address specified in the order. Confirmed orders can no longer be cancelled or changed by the customer.

4. PRICES AND SHIPPING COSTS

4.1 The prices and shipping costs listed on www.carolinechevin.com at the time of placing the order shall apply. Caroline Chevin is not, however, obliged to deliver goods at an incorrect price, i.e. at a low price, if this is an obvious price error, even if the customer has already received an order confirmation with the obviously incorrect price. Once Caroline Chevin has notified the customer of the correct price, the customer may retain the contract or withdraw from it.

4.2 The prices quoted include the applicable value added tax, but not the shipping costs. Furthermore, Caroline Chevin reserves the right to invoice the customer for any additional delivery costs resulting from delivery abroad separately and at the current rate.

5. ORDER CONFIRMATION

The order confirmation (order details, point 3) contains details of the goods ordered as well as a list of the various methods of payment transfer. In the course of the ordering process, the customer bears the risk of a non-clarifiable, incorrect transmission of the data.

6. PAYMENT AND DEFAULT OF PAYMENT

Orders for goods are to be paid in advance by Credit Cards, PayPal or bank transfer, upon receipt of the goods. However, Caroline Chevin reserves the right not to accept one method of payment in individual cases and to demand another. The goods remain the property of Caroline Chevin until full payment has been received. If the customer defaults on payment of the purchase price, Caroline Chevin shall be entitled without further ado to withdraw from the contract in accordance with Clause

8 below. As of reminder status 3 and collection proceedings, CHF 100.00 shall become due with immediate effect as of non-compliance with the payment deadlines. Furthermore, ALL collection cases will be transferred to CREDIT REFORM with immediate effect. From this point on, CREDIT REFORM is fully entitled to set off and collect all open items! The damage incurred, including interest and court costs, shall be borne in full by the buyer and shall remain in force until the outstanding debt has been paid in full.

7. DELIVERY AND DELAY IN DELIVERY

7.1 The ordered goods are generally delivered by the manufacturer within the delivery period indicated on www.carolinechevin.com within the framework of the availability of the article, whereby the information on availability and delivery periods on www.carolinechevin.com is not binding. If not all ordered goods are in stock, we reserve the right to make partial deliveries.

All goods will be shipped to the delivery address specified by the customer, provided there are no import difficulties (such as delivery restrictions, delivery bans or other delivery difficulties, etc.) in the respective country. If import difficulties occur, Caroline Chevin is entitled to withdraw from the contract in accordance with item 8.

7.2 Delivery risks and dangers are transferred to the customer when the goods are handed over to the transport company.

7.3 Caroline Chevin shall not be liable for delivery delays for which it is not responsible, in particular for delivery delays caused by the manufacturer or supplier companies or as a result of import regulations, etc.

8. CONTRACT RESCISSION

The withdrawal from the contract must be made in accordance with these GTC to the e-mail address of the other party used for the conclusion of the contract. If a party has rightfully declared its withdrawal from the contract, Caroline Chevin shall no longer be obliged to deliver and the customer shall no longer be obliged to make any payment. If the Customer has already paid the price, Caroline Chevin shall credit the Customer with the price paid as soon as the Customer has provided Caroline Chevin with a credit account. If the goods have already been delivered to the customer, the customer undertakes to return the goods immediately to Caroline Chevin at his own expense. Further claims, in particular claims for damages, do not exist.

9. RIGHT OF REVOCATION

If the customer has not initiated the contract negotiations himself, he is entitled to a statutory right of revocation. The customer has the right of withdrawal in writing (by post) to the address of Caroline Chevin at www.carolinechevin.com. The revocation period is 7 days and begins as soon as the customer has applied for or accepted the contract.

A correctly exercised cancellation means that the customer does not have to make any payment and Caroline Chevin does not have to deliver.

10. RIGHT OF RETURN

If the goods do not meet your expectations, you have the possibility to return the goods within 7 days after receipt of the goods with the fully completed return form. For the keeping of the term the punctual sending off of the commodity in perfect condition in the original packing is sufficient by post. Upon receipt of the goods, we will refund the price you have already paid without the shipping charges incurred according to the information on the return receipt. Should you send back damaged or used goods, this entitles us to assert claims for compensation or to return the goods without refunding the price.

Modified, used, soiled or specially manufactured goods (special productions) are excluded from a return.

11. DATA PROTECTION

The customer data collected during order processing will be treated confidentially by Caroline Chevin and processed, stored and used exclusively for internal purposes. The data will only be passed on to third parties if this is absolutely necessary for the proper provision of services. In addition, Caroline Chevin assures that it will observe the provisions of the Swiss Data Protection Act and the relevant legal standards when collecting, processing and using personal data. The customer agrees to this use of his data. In addition, he has the right on request at any time to view the data stored about him and to prohibit its use for internal marketing purposes.

12. GUARANTEE

Unless otherwise agreed, the warranty period is 12 months. The warranty period starts from the invoice date. The customer must report all defects within 7 days of receipt of the delivery at the latest by e-mail to info@carolinechevin.com. The guarantee expires in particular if the notification has not been made on time or if improper changes or repairs have been made to the goods.

The customer must return the defective goods with the completed return slip to the address stated therein. The transport costs incurred shall be borne by the purchaser. Excluded from the guarantee are damages caused by wear and tear as well as damages for which the customer is solely responsible (e.g. as a result of improper handling).

In the event of a warranty claim, Caroline Chevin shall decide whether to reduce the purchase price, replace the goods, refund the purchase price or – in the case of custom-made products – remedy the defect.

13. LIABILITY

Other claims of the buyer are excluded as far as legally permissible. Caroline Chevin is especially not liable for damages caused by improper use or natural wear and tear or for damages not caused to the product itself (consequential damages). Nor shall Caroline Chevin be liable for any loss of profit or other financial loss suffered by the customer.

14. DISCLAIMER OF LIABILITY FOR EXTERNAL LINKS

Caroline Chevin expressly declares that it has no influence whatsoever on the

design and content of any pages linked to www.carolinechevin.com. For this reason, Caroline Chevin excludes all liability for the design and content of such links. This declaration applies to all links as well as to all contents of the pages to which links lead.

15. RIGHT TO THE PICTURE

All picture rights are owned by Caroline Chevin or its partners. Use without express permission is not permitted.

16. AMENDMENTS AND SUPPLEMENTS

Caroline Chevin expressly reserves the right to unilaterally change or amend these GTC at any time. The General Terms and Conditions valid at the time the order is transmitted and published on www.carolinechevin.com shall apply.

17. VALIDITY

We deliver in the manner stated here. Deviating conditions of the purchaser cannot be accepted, even if they have not been expressly objected to. Should individual conditions of these general terms and conditions be invalid, this shall not affect the validity of the other conditions.

18. APPLICABLE LAW AND PLACE OF JURISDICTION

These general terms and conditions are subject to Swiss law. The provisions of the Swiss Conflict of Laws and the UN Convention on Contracts for the International Sale of Goods shall not apply. The exclusive place of jurisdiction is Lucerne. The place of jurisdiction of the consumer's domicile remains reserved.