

## General Terms and Conditions of Business

(Revised: 29<sup>th</sup> of September 2017)

### 1. Scope

All deliveries of goods and services by kybun AG (hereinafter "kybun" in brief) via the kybun online shop shall occur solely on the basis of the following general terms and conditions of business. No contradictory contractual conditions on the part of the purchaser shall apply. Any amendments or additions to these terms of business must be made in writing.

### 2. Prices

2.1. Prices are given in Swiss francs (for deliveries to Switzerland) or euros (for deliveries to EU countries) or British Pound (for deliveries to United Kingdom) and include statutory value-added tax. The prices indicated on the website at the time the purchase order is received shall apply. Shipping costs shall be charged in addition.

2.2. All orders are subject to acceptance. kybun reserves the right to refuse orders at any time.

### 3. Right of cancellation

3.1. Customers are entitled to cancel their purchase agreement without indicating any reason within 14 days after receiving the goods, in writing (e.g. a letter or e-mail) or by returning the goods to our point of delivery. This "cooling-off period" begins upon receipt of the goods. The deadline has been met if the cancellation or the goods are dispatched within that time. The written cancellation must be addressed to:

kybun AG  
kybun Tower  
Mühleweg 4  
9325 Roggwil  
Switzerland

E-mail: [info@kybun.ch](mailto:info@kybun.ch)  
Fax: +41 71 454 65 01

The goods are to be sent to the following address:

kybun AG  
kybun Tower  
Mühleweg 4  
9325 Roggwil  
Switzerland

If necessary the customer shall provide proof that the returned goods have been dispatched.

3.2. If cancellation is effective the customer is required to return the goods received. If the customer is not able to return all or part of the goods received, or can only return them in diminished condition, the customer shall recompense kybun for the loss of value upon cancellation. If the customer has already paid for the goods, kybun is entitled to deduct the lost value when refunding the customer. In some cases the loss of value may be equal to the purchase price paid.

3.3. The customer shall be liable for the cost of returning items unless the goods or service were not those ordered.

3.4. In return, if the cancellation is effective kybun shall refund the purchase price if the customer has already paid. Until the goods are returned in full, kybun shall exercise its right to retention.

#### **4. Privacy statement**

kybun shall save order information and addresses for use during order processing (e.g. by passing such information on to the business partners it commissions with processing orders or shipping goods), in case of any warranty claims and for recommending products to customers.

#### **5. Delivery**

5.1. All items shall be delivered from Switzerland. In general, subject to stock availability, delivery takes two working days within Switzerland and up to 12 working days to EU countries. These delivery times are unbinding guidelines. If a delivery date is not met, the purchaser can withdraw from the purchase after an additional period of at least 60 days, of which he or she is to give notice in writing. The purchaser cannot assert any further claims.

5.2. kybun is entitled to make part-deliveries. In case of part-delivery the purchaser shall pay only the shipping costs for the first part of the delivery. The purchaser shall not pay any additional shipping costs for part-deliveries.

5.3. kybun is entitled to select the means of transport and type of shipping as it sees fit.

## **6. Conditions of payment**

6.1. The purchase price shall be paid in advance.

6.2. The price to be paid cannot be set off by any counterclaims.

6.3. The purchaser acknowledges that kybun can transfer or assign any claims it is due as a result of the agreement to third parties. When claims are thus transferred, information on the purchaser is passed on to such third parties, to the extent that this is necessary to carry out the legal transaction on which the transfer is based.

## **7. Rights in case of complaint**

7.1. Accepting the purchased item within the 7-day period granted by kybun shall exclude any warranty rights regarding defects which could have been seen by the purchaser by properly checking the goods upon receipt.

7.2. For twenty-four (24) months after the date on the invoice, kybun accepts a material warranty on all defects not visible upon properly checking the purchased item on receipt. For the warranty to come into force the purchase price must have been paid in full. The warranty process takes place according to the kybun AG returns management system, which takes into account wear and tear during the products' expected lifetime. In other words, when new products are defective they are repaired or replaced, and in the case of used items the customer can purchase a new product at a reduced price, depending on the defect in question and the condition of the product.

7.3. Notification of any defects must be sent in writing to kybun immediately after the defect is discovered.

## **8. Product improvements / changes**

kybun expressly reserves the right to improve or alter products in departure from the product descriptions it publishes. The purchaser shall be informed of any resulting price changes in writing prior to delivery.

## 9. Final provisions

9.1. To the extent that it is permitted by law, Arbon (Switzerland) shall be the sole place of jurisdiction for any disputes arising from the purchase of a product via the kybun online shop.

9.2. To the extent that it is permissible, Swiss law alone shall apply. If it is not permissible to apply Swiss law, UN sales law (CISG) shall take precedence.

9.3. If any individual provisions of these terms and conditions of business are void or are rendered ineffective, the validity of the remaining provisions shall remain unaffected. The void or ineffective provision(s) shall be replaced with an effective provision which most closely reflects the intent and purpose of the original clause.

9.4. If the parties deviate in individual matters from the provisions in these general terms and conditions of business, this shall not affect the applicability of the remaining provisions.