

# General terms and conditions of Atelier Bassi GmbH

## §1 Area of application

1. These general terms and conditions apply to all business relations between Atelier Bassi GmbH and their customers in the respective version at the time of the conclusion of the contract.

2. Our general terms and conditions apply exclusively. Opposing or deviating general terms and conditions of the customer are not recognized, unless Atelier Bassi GmbH has approved them in written form.

## §2 Registration for online orders

1. Each order of goods presupposes previous registration as a customer with Atelier Bassi GmbH. Multiple registrations under different names or addresses are inadmissible. With successful completion of registration proceedings, the customer of Atelier Bassi GmbH becomes certified by the system.

2. The permission can be recalled by Atelier Bassi GmbH at any time and without any indication of reasons. Atelier Bassi GmbH is entitled in this case, to block user name and password immediately and to delete their account.

## §3 Conclusion of contract

1. The contract is accomplished by the fact, that we accept the contract offer delivered by your order by our confirmation of order. This confirmation of order contains substantial contents of your order.

2. The contract comes off, however, only with receipt of the goods, in case you have not indicated an e-mail address to which we could have sent the confirmation of order (does not apply to orders by phone or fax).

3. Overseas orders will only be accepted by prepayment or indication of a valid credit card number.

4. With orders starting from a value of 500 CHF, Atelier Bassi GmbH is entitled to request a prepayment (new customers). The order will be carried out after receipt of payment. The same applies if the open balance (already shipped goods to the customer) reaches or exceeds the amount of CHF 1'000.-. Asking for prepayment is discretion of Atelier Bassi

GmbH, in case of open reminders at the time of the order placement.

## §4 Price indications

1. Price-bound articles are subject to possible price adjustments by the supplier.

2. Prices can vary with not price-bound articles. We reserve the rights to change prices without prior notice.

## §5 Delivery, shipping costs

1. Atelier Bassi will ship the goods to the customers address (as indicated in the order). Atelier Bassi GmbH is entitled to partial deliveries, should the total quantity of the requested goods not be in stock. The customer will be informed should a partial delivery occur. The missing goods will be delivered in addition as soon as the goods are available. In case the customer does not wish partial delivery, he has to indicate this when placing his order.

2. Delivery time is 2 to 4 days. In case a product is missing it will be ordered from our supplier. In this case the shipment will be delayed. For products being ordered abroad, delivery time may take from 1 to 3 weeks. Indications of possible delivery time are not binding.

3. The outstanding goods will be delivered immediately to the customer when Atelier Bassi GmbH has received them. Atelier Bassi GmbH reserves the right to bill the delivered goods by charging the credit card number indicated at the time of the order, without prior notice.

4. The customer chooses the type of shipment. When shipping items within Switzerland, the indicated shipping amount, as indicated when placing the order, will be charged.

5. In case the customer wishes to have his goods shipped by DHL or FedEx, he has to indicate his respective account number (with DHL or FedEx) at the date of his order. Should this not be the case we will charge the respective shipment amount 2 or 3 weeks after order placement. The customer agrees that we will use the credit card number given at the time of the order, to bill the shipment fees. The customer acknowledges that FedEx and DHL charge shipment accor-

ding to volume and not to the effective weight. The customer consents to this procedure at the time of the order placement.

## §6 Retention of title

1. Goods are in possession of Atelier Bassi GmbH until all outstanding payments are credited. In case of delay of payment we reserve the right to withdraw from the contract and to recall the goods.

2. We reserve the right to request creditworthiness after conclusion of the contract and in case of a negative result to withdraw from the contract.

3. In case one of our suppliers should not be able to deliver the ordered merchandise, without Atelier Bassi fault, we are entitled to withdraw from the contract. In case of withdrawal from the contract, we will inform the customer without delay and refund already received payments.

## §7 Terms of payment, reminder

1. Payment within 10 days after receipt of bill. The goods can also be collected and paid in our showroom with cash, EC-direct, Postcard and credit cards.

2. Credit cards: Mastercard, Visa, Amex

3. Overseas shipment will only be accepted by prepayment or by charging of the total amount to the customer's credit card.

3. In case of payment delay we charge a reminder fee of CHF 5.-. Resulting claims through a lawyer or collection agency remain unattached.

## §8 Revocation

1. The customer is entitled to revoke his order within 5 days after receipt of the goods in written form (e.g. letter, mail). The term starts with receipt of the goods. In order to meet the revocation term, the goods or a written statement have to be sent to:

Atelier Bassi GmbH  
Baendlistrasse 29  
CH-8064 Zurich

The customer carries burden of proof for returning the goods.

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2. In case of successful revocation, the customer has to return the goods. Should the customer not be able to return the goods in good condition or entirely, the customer has to compensate Atelier Bassi for the decline in value. In case the customer already has settled his bill, Atelier Bassi is entitled to deduct the decline in value from the total amount, which may in some cases be the whole amount of the paid bill.

3. The customer carries the cost of re-shipment

4. In return Atelier Bassi GmbH refunds an appropriate purchase price to the customer. Up to full return of the merchandise Atelier Bassi GmbH makes use of retention.

5. Revocation is excluded with contracts of consignments of imported goods as well as products manufactured on the customer's explicit wish (custom-made items).

## §9 Customs, VAT

1. Taxes may apply for shipment to countries outside of Switzerland, that the customer has to carry. These may vary in different customs regions. The customer is responsible to settle the respective costs. These costs are not shipment costs.

2. For delivery within Switzerland the indicated prices comprise VAT. For exports into other countries the stated price is the net price without VAT.

## §10 Address

1. Dispatch address:

Atelier Bassi GmbH  
Baendlistrasse 29  
CH-8064 Zurich

Phone +41 (0) 43 311 70 20  
Fax +41 (0) 43 311 70 25

## §11 Data protection

1. The necessary data essential for the transaction are recorded respecting the law and may be given to third parties, should this be necessary for the transaction. All personal data is treated confidential.

2. Deletion of confidential data Customer of Atelier Bassi GmbH are entitled to see and edit their personal data on the home page (after logging in). In order to delete the customers' personal data, the customer has to send a written statement to [info@atelierbassi.com](mailto:info@atelierbassi.com).

## §12 Liability

1. In case the goods should be defective at the time of receipt, Atelier Bassi GmbH will be responsible for replacement. In case the replaced goods are not satisfactory to the customers demand, the customer is entitled to cancel the contract or request reduction.

2. Our liability for our fault, as well as the one of our legal representatives is limited to intention and negligence. Product liability remains intact.

## §13 Amendment of the general terms and conditions

Atelier Bassi GmbH has the right to change the existing General terms and conditions without prior notice.

## §14 Applicable law and jurisdiction

1. Swiss law terms are applicable, even if the customer is ordering from abroad or the goods are delivered to a country outside Switzerland.

2. Jurisdiction for all claims in coherence with the order is Zurich, Switzerland.

3. Atelier Bassi is entitled to take legal action at the customers' jurisdiction.

4. Ineffectualness of certain clauses does not affect the validity of the contract and of these General terms and conditions.

Zurich, october 2006