



## Terms and Conditions

Version 1.1; posted and effective as of 01.08.2017

These terms and conditions establish the conditions for sales between any individual wishing to make a purchase of a BBoard product ("product(s)") from bboard.ch, with main office at Überlandstrasse 81, 8050 Zürich, Switzerland.

The online store is owned and operated by, HagerRiesen Boardbau, a Swiss company, with main office at Überlandstrasse 81, 8050 Zürich, Switzerland. (together "HagerRiesen Boardbau", "BBoard", "we" or "us" as the context may require).

### 1. About these terms and conditions

These terms and conditions (including our privacy policy referred to in section 11 below only apply to purchases made in the online store.

We may change these terms and conditions from time to time. We will state the effective date above. Any changes to the terms and conditions will apply to orders placed on or after the effective date.

BY PLACING AN ORDER FOR PRODUCT(S) YOU AGREE TO BE BOUND FOR THIS PURCHASE AND ACCEPT THESE TERMS AND CONDITIONS.

### 2. Placing an Order

Please note that orders can only be placed by non-trading individuals. Therefore, we will not accept orders placed by companies, associations, independent contractors or any other kind of legal entity.

To be able to buy Product(s) you have to:

- provide your name and address, phone number, email address, payment details and other required information;
- be at least 18 years of age;

In case you created an account with a personal user identification and password, keep your password protected at all times and do not disclose it to anyone else as you are personally responsible for each purchase made using your user identification and password.



### 3. Order Processing and Contract conclusion

You agree that your order is an offer to buy the Product(s) listed in your order under these Terms and Conditions. All orders must then be accepted by us.

We may choose not to accept orders in our sole discretion and notably abnormal orders, orders which we suspect are not placed in good faith or orders which have not been placed by individuals. We are not required to provide a reason for declining to accept any order, though may do so in our sole discretion.

After having received your order, if we accept it, we will send you an order confirmation by email with your order number and details of the Product(s) you have ordered and the Terms and Conditions.

Conclusion of the contract will take place at the moment you receive the order confirmation email.

The order confirmation email is your proof of purchase, please store it as we will not archive your contract.

### 4. Prices, shipping and handling charges and taxes

The price charged for a product will be the price in effect at the time the order is placed and will be set out in the order confirmation email.

We may change prices at any time without notice. Price increases will only apply to orders placed after such changes.

Prices for the product(s) include VAT or other applicable taxes but do not include charges for shipping and handling.

Separate charges for shipping, handling and their related VAT or other taxes will be shown in the online store during the ordering process and, in any case, on the order confirmation email.

In case certain costs cannot be reasonably calculated before the conclusion of the contract, you will be informed about the manner in which the total price will be calculated.



## 5. Delivery

We deliver product(s) in the whole world subject to the following restrictions:

We are unable to deliver to:

P.O. Box addresses,

Overseas army addresses,

Hotels and hostels,

Prisons

Delivery options are as follows:

Standard: estimated delivery time of 20 to 30 business days

Delivery time as well as the delivery option you chose will be confirmed in the order confirmation.

Delivery date will not exceed 60 days, unless you specifically agree to a later date.

In case you unreasonably defer delivery or delay the receipt of delivery after we have notified you that we have tried to deliver the ordered product(s) to you, or if you have provided us with an incorrect delivery address which results in an unsuccessful delivery, the delivery package will be returned to us. If the product(s) remain undelivered after the first delivery attempt for a period of 7 working days and are returned to us undelivered, we shall be entitled to cancel the contract and we will refund you in accordance with the provisions of Article 9.

We shall not be held responsible for delayed delivery or failure to perform, if the delay or failure is neither due to our fault nor for our account pursuant to the law or generally accepted principles.

We encourage you to examine the delivery package and received product(s) within 14 (fourteen) days after they are delivered to you and check their condition and that the content of the delivery package is complete. In case of damaged or missing product(s), please contact our customer service.

## 6. Product(s) availability

We do not guarantee the availability of any product(s) in the online store. Unless we accepted your order, we reserve the right, without liability or earlier notice, to change, discontinue or to stop making available any product(s).



## 7. Compatibility, product Information

Please take care when placing your order to ensure that the product(s) you purchase are compatible for the intended use. Please use the online store as your final point of reference when checking compatibility. In the event of a difference between the online store content and any other website (or any other source of information) the compatibility of product(s) as shown on the online store at the time of purchase will be seen as taking precedence.

## 8. Payment

Payment can be made by Bank transfer or Cash by pickup at our store.

All payments will be subject to security checks.

Therefore our services may contact you to confirm your order information and order details such as proof of address, proof of address in the name of the person indicated for the delivery address etc.

## 9. Return and refund

Please note that we will only process returns and refunds for product(s) bought in the online store. Cancellation right:

If you have bought product(s) for your own private use as a consumer and want to exercise your right to cancel the contract and return the product(s) you may do so provided you notify our customer service within 14 days after the date on which you receive the product(s).

In case of a contract relating to multiple product(s), your cancellation right will expire within 14 days after the date on which you receive the last product.

In order to exercise your cancellation right, please make an unequivocal statement to us, for example by contacting our customer service by telephone, email and/or use the contact form on [www.bboard.ch](http://www.bboard.ch). You may only return product(s) over which you have taken reasonable care and which you have not used in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the product(s). You will be liable for any diminished value of the product(s) resulting from your handling of the product(s) other than what is necessary to establish the nature, characteristics and proper functioning of the product(s) you bought.

**PLEASE NOTE THAT YOU CANNOT EXERCISE THIS RIGHT OF CANCELLATION IN RESPECT OF:- ANY PRODUCT(S) WHICH HAVE BEEN MADE TO THE CONSUMER'S SPECIFICATIONS OR PERSONALISED.**

In order to return the product(s), you can make an unequivocal statement to us, for example by contacting our customer service by telephone, email and/or use the contact form on [www.bboard.ch](http://www.bboard.ch).

Once we have received your statement to cancel the contract, we will send you a confirmation email.



You will then have to return the product(s) without undue delay and in any event not later than 14 days from the date on which you notified your decision to withdraw from the contract. You will bear the direct costs for returning the product(s).

### Return procedure

You must return the product(s) in their original package.

You must include all accessories, user manuals and any free gifts that came in the same package.

Where a product has been purchased as a part of a bundle of multiple products, all multiple products within that bundle must be returned.

Please treat the product(s) with reasonable care and return them in the condition that they were delivered to you.

Please pack the product(s) securely and make sure that your order number is clearly visible on the outside of the parcel.

To ensure fast and secure return we encourage you to follow the given return instructions.

We will refund the price you paid for the product(s) plus the initial shipping cost within 14 days from the day on which we are informed of your decision to cancel the contract. However, we may withhold such reimbursement until receipt of the product(s) or receipt of the evidence that you have sent back the product(s) whichever is the earliest. In case you chose an express delivery option, only standard initial shipping cost will be reimbursed.

The refund will be confirmed by email.

Payment will be carried out using with the same means of payment as you used for the initial transaction.

If you return product(s) 1) that you are not entitled to return, 2) that you damaged or used in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the product(s), or , 3) with product(s) missing, or 4) have otherwise failed to exercise reasonable care when taking care of and returning product(s), we reserve the right either to reject your return and decline to refund or to reduce any payments to be refunded to you for the diminished value of the product(s), subject to applicable law.

### Other return cases:

If the product(s) you have received do not correspond to the ones you have ordered, or if your delivery is incomplete or damaged in transportation, please contact without delay our customer service either via email or by phone for assistance.



## 10. Warranty

Any product(s) that we supply to you will be of satisfactory quality. If we deliver a product to you that is not of satisfactory quality, you can contact us for a repair or replacement or, where this is not possible, for a refund. Further information is set out in our warranty policy for product(s) is detailed on our website, section warranty policy.

If you believe that you are entitled to warranty services, please contact our customer service.

As a consumer, you have legal rights in relation to products that are faulty or not as described. Further, we are under a legal duty to supply products that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in our Warranty Policy or elsewhere in our terms and conditions will affect these legal rights.

## 11. Personal Data

The privacy policy available on our website and additional provisions in these terms and conditions govern the use of your personal data and our use of cookies. Purchasing of product(s) in the online store requires that you accept the privacy policy and the processing of personal data as described in said privacy policy.

We will take reasonable care to keep the details of your order and payment secure, but (in the absence of material negligence on our part) we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the website.

## 12. Our Liability

We shall perform our obligations under these terms and conditions with reasonable care and skill.

There are certain liabilities that we cannot exclude under applicable law. In particular, nothing in these terms and conditions limits our liability for personal injury or death caused by our negligence or our liability for fraud. As stated above in section 10, you have certain rights as a consumer, including legal rights relating to faulty or misdescribed product(s). Nothing in these terms and conditions will affect these legal rights.

We are responsible only for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We shall not be liable if we are prevented or delayed from complying with our obligations by anything that you (or anyone acting on your behalf) does or fails to do or due to events that are beyond our reasonable control.

You should take all reasonable steps and precautions to ensure that the product(s) you order are suitable for your purposes. You must follow any advice that we give you in relation to product(s) (including instructions, user guides and/or manuals provided with product(s)). We do not accept liability for damage to product(s) that we have supplied where caused by your failure to follow our advice.

We shall not be liable for any losses related to any business of yours such as lost data, lost profits, lost revenues or business interruption.



We shall use our reasonable endeavors to verify the accuracy of information that is used on the Online Store but, subject to applicable law, cannot guarantee that all information will always be accurate and complete. It is possible, for example, that Product images and packaging may not always match products supplied. If you have any questions or concerns in this regard, please contact us before ordering any product(s). Also, pricing mistakes may occur from time to time, in which case we may cancel any orders being processed or accepted by us. We will correct errors on our online store as soon as possible after becoming aware of them.

## 13. General

The online store may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the online store and any transactions conducted on or through the online store.

We make no warranty that the online store will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and/or reliability of the online store. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the online store.

If any provision or provisions of these terms and conditions shall be held to be invalid, illegal or unenforceable, that provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

In relation to purchases from the online store, we will communicate electronically by sending email or otherwise posting electronically.

**PLEASE NOTE THAT THESE TERMS AND CONDITIONS DO NOT AFFECT (AND SHOULD NOT BE READ TO AFFECT) YOUR STATUTORY RIGHTS WHICH CANNOT BE WAIVED OR LIMITED BY CONTRACT.**

## 14. Customer Service

Our customer service will assist you with any online store order related questions. You can contact us either via email or by phone from Monday to Friday between 9am and 5pm, except public holidays:

Phone: +41 78 892 44 09

E-Mail: [info@bboard.ch](mailto:info@bboard.ch)

## 15. Governing law

These terms and conditions shall be governed and construed in accordance with the laws of Switzerland.