

GTC TB-ELECTRONICS GmbH

General Terms and Conditions

Scope of validity

The general terms and conditions (hereinafter referred to as GTC) apply to all orders placed via the TB-Electronics online shop. The term 'order' refers to any goods ordered and contracts concluded.

TB-Electronics reserves the right to change the GTC. The version of GTC valid at the time of order is decisive. The GTC cannot be changed unilaterally.

Offer

The offer is addressed to all natural and legal persons worldwide. The offer is valid, as long as it is available in the online shop and/or while stocks last. Changes in price and range are possible at any point in time. Products displayed in advertisement, brochures, the online shop etc. serve as an example and are not binding. Decisive are the details in the product description and the user manual.

Price

Prices are considered in Swiss francs – exclusive of value added tax (VAT) – and, if applicable, including prepaid recycling fee. Swiss VAT must be added to the price. For deliveries abroad, the customer is required to pay for national VAT as well as possible import or customs fees.

The price indicated in the online shop at the time of order is the price that is decisive.

In the online shopping cart and on the invoice, chargeable additional services – such as special accessories – are listed separately.

Order

The display of products in the online shop is not a legally binding offer but a non-binding online brochure, respectively, a non-binding invitation to

customers to order the product in the online shop. TB-Electronics reserves the right to carry out partial deliveries.

An order is regarded as an offer to TB-Electronics to conclude a contract.

Once an order is placed, the customer automatically receives a confirmation of receipt, verifying that the order has been received by TB-Electronics. The order can only be augmented or cancelled, until it has been processed by TB-Electronics. If an order is augmented, the initial order is used as a calculation basis. Possible special offers and price reductions at the time of order are taken into account.

TB-Electronics is free to refuse orders in whole or in part without stating reasons. In that case the customer will be informed and any payments already made will be refunded. Further claims are excluded, in particular no forwarding of the not deliverable products takes place.

Contract Conclusion

A contract is only concluded once the order is processed after payment has been received. As soon as the order is ready for dispatch, the customer will receive an e-mail with the confirmation of order.

Delivery Times

General

The delivery time generally amounts from 3 to 5 business days after receipt of order. If a product is sold out, it can be ordered nevertheless. In this case, delivery time usually increases by approximately 10 business days. With delayed deliveries, any form of damages or further claims by customers are excluded.

If customers are not on site at the time of delivery and no further instructions are given, the order will be returned to TB-Electronics at the expense of the customers after three unsuccessful attempts at delivery.

Customers are liable for delivered products, even if products have not been received by the customers directly.

Delivery Costs

In the confirmation of order and on the invoice, delivery costs are listed separately.

Warranty

Warranty on products is granted for 2 years after the date of delivery. For batteries, the warranty period is limited to 6 months. Application parts, disposables and cables are without warranty.

Notice of Defects

If content or packaging of deliveries are damaged the customer is obliged to refuse acceptance and report the damages without delay. Customers are required to let the delivery man issue a notification of defects. Furthermore, all transportation damages are to be reported to TB-Electronics immediately.

It is up to the customers to check the ordered products immediately upon delivery. Possible defects or deviations from the order are to be reported to TB-Electronics via e-mail; info@fscan.com. Thereafter, only claims against hidden defects can be asserted. Hidden defects must be reported immediately after they are discovered. Once the defected goods have been inspected by TB-Electronics, the paid amount will be refunded. TB-Electronics reserves the right to demand proof of the defect. There is no right of revocation.

Applicable Law und place of jurisdiction

Swiss law applies to the legal relation between TB-Electronics and its customers. Place of jurisdiction is TB-Electronics' place of residence.

Widnau, December 2019