



# Terms & Conditions

Hotel Pirmin Zurbriggen – Zurbriggen Shop

Area: Online Shop

Language: German

## **1. Scope of Application**

These General Terms and Conditions govern all orders and contractual relationships between Zurbriggen AG (hereinafter referred to as "Zurbriggen", "we" or "us") and customers (hereinafter referred to as "Customer" or "you") in connection with purchases in the Zurbriggen Shop. By placing an order, you accept these Terms and Conditions in their current version.

## **2. Conclusion of contract**

An order placed via the online shop constitutes a binding offer. The contract is concluded as soon as we confirm the order by e-mail or ship the goods. Zurbriggen reserves the right to reject orders without giving reasons.

Product images are for illustrative purposes and are non-binding. Colour and structural deviations are possible and do not represent a defect.

## **3. Prices and shipping costs**

All prices are quoted in **CHF** and, unless otherwise stated, include the legally applicable VAT.

The shipping costs will be shown separately in the order process and will be borne by the customer, unless expressly stated otherwise.

Prices are subject to change at any time, and the prices displayed at the time of purchase will apply to orders that have already been completed.

## **4. Terms of payment**

Permitted payment methods are those that are displayed in the online store.

Payment must be made in full before shipment. If purchased on account, a payment period of 10 days applies. In the event of late payment, reminder fees and default interest will be incurred. Open receivables can be handed over to a collection agency.

Until full payment has been made, the goods remain the property of Zurbriggen (retention of title).

The customer is obliged to provide complete and correct information when ordering. This includes, in particular, name, delivery address, e-mail address and telephone number. Zurbriggen accepts no liability for delays, returns or losses caused by incorrect or incomplete information. Costs incurred as a result shall be borne entirely by the customer

## 5. Delivery

Delivery is made by Swiss Post or other designated shipping service providers. Delivery times are non-binding and depend on Swiss Post and its services.

Zurbruggen is not liable for delivery delays caused by the shipping service provider or events through no fault of its own.

## 6. Transfer of Risk and Shipping Risk

The risk passes to the customer as soon as the package has been handed over to the shipping service provider.

These include, in particular:

- Loss of the package by the shipping service provider
- Damage to the package during transport
- Delays of the shipping service provider

The customer is obliged to report any damage to the package immediately upon receipt and to document it in writing within 48 hours.

Zurbruggen accepts no liability for loss or damage during transport. Any liability lies exclusively with the shipping service provider.

If a parcel is returned to Zurbruggen due to non-collection, refusal of acceptance or incorrect address information, the customer shall bear all costs incurred as a result. A new delivery will only take place upon express request and after repayment of the shipping costs. A refund of the purchase price will not be made in these cases.

## 7. Obligation to inspect and report defects

The customer must inspect the goods immediately upon receipt. Visible defects must **be reported within 48 hours**, hidden defects within 5 days.

Defect reports must include a description, photos and the order number.

Late registrations cannot be considered.

## 8. Returns, Withdrawals and Exchanges

There is no legal right of withdrawal in Switzerland, but we voluntarily grant a limited right of return.

A return is only possible if:

- the customer **notifies this in writing** within 7 days
- the product **is** undamaged, unused **and** in its original packaging
- a proof of purchase is available

Returns are made at the customer's expense and risk.

The following are excluded from the right of return:

- Hygiene products
- personalized items
- Individually embroidered or labelled products
- Food
- reduced products
- Goods that have already been used or damaged

Zurbriggen reserves the right to refuse returns without giving reasons.

## **9. Warranty**

Manufacturing defects are warranted for **12 months** from the date of purchase.

Excluded are damages caused by:

- improper use
- Natural wear and tear
- Fall, water or third-party fault
- lack of care

Zurbriggen will decide on repair, replacement or refund at its own discretion.

## **10. Liability**

To the extent permitted by law, Zurbriggen excludes all liability for:

- slight negligence
- indirect damage
- Consequential
- loss of profit

- Damage caused by improper use

Zurbriggen is not liable for damage caused by the shipping service provider. Zurbriggen assumes no responsibility for damage caused by incorrect address information provided by the customer.

## **11. Retention of Title**

The goods remain the property of Zurbriggen AG until full payment has been made. In the event of non-payment, we reserve the right to take legal action and pass it on to a collection agency.

## **12. Data protection**

The processing of personal data is carried out in accordance with our Privacy Policy, which is an integral part of these Terms and Conditions. (Your privacy page is already complete.)

## **13. Applicable law and jurisdiction**

Swiss law applies exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is **Visp**, unless there are mandatory statutory provisions to the contrary.

## **14. Severability clause**

Should individual provisions of these GTC be invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision is replaced by a provision that is as similar as possible from an economic point of view.

## **15. Changes to the T&Cs**

Zurbriggen may amend these T&Cs at any time. The version valid at the time of the order applies.

## **Return Policy**

### **Zurbriggen AG**

Furusandstrasse 163905 Saas-Almagell Schweiz [www.restaurantolympia.ch](http://www.restaurantolympia.ch) / Zurbriggen Shop

#### **1. Principle**

Zurbriggen AG grants its customers a voluntary, limited right of return. This policy bindingly defines the conditions under which a return will be accepted.

#### **2. Requirements for a return**

A return is only possible if **all** of the following conditions are met:

**1. Return period:**

The return must be notified in writing **within 7 calendar days** of receipt of the goods.

**2. Condition of the goods:**

The goods must be

- unused
- undamaged
- complete
- in original packaging
- free of odors, stains or wear and tear.

**3. Proof:**

The return must be made with

- Order number
- Cash receipt or email confirmation
- clearer reasoning.

**4. Shipping method:**

Returns are made exclusively at **the expense and risk of the customer**.

#### **3. Items excluded from the right of return**

The following product groups are **definitively excluded from the right of return**:

- Personalized or individualized products
- embroidered, printed or engraved items
- Toiletries
- Food and edible products
- Clothes that have already been worn or accessories used
- Products with visible signs of wear
- Damaged items where the damage occurred after receipt
- discounted or sale-bought items

Zurbriggen reserves the right not to issue refunds outside of the above criteria .

#### **4. Return Process**

##### **1. Registration:**

Return by e-mail to [pirmin.zurbriggen@rhone.ch](mailto:pirmin.zurbriggen@rhone.ch) with:

- Photo of the goods
- Description of the reason for return
- Order number
- Full contact details

##### **2. Check:**

After receipt of the return notification, our team will check the return. We will inform you in writing whether the return is accepted.

##### **3. Returns:**

Only after written confirmation. The goods must be returned within 7 days.

##### **4. Refund:**

The refund will be made

- exclusively to the original means of payment
- only after successful inspection of the returned goods
- within 14 days

Processing and shipping costs are non-refundable.

#### **5. Defects and defects**

In the case of defective products, we distinguish:

### **5.1 Manufacturing defects**

If there is an error through no fault of your own,

- Repair
- Substitute product
- or credit note of Zurbriggen's choice.

### **5.2 Transport damage**

Transport damage must be

- reported immediately upon receipt
- documented within **48 hours**
- be documented with photos.

In the event of late notification, any claim shall lapse. Zurbriggen shall not be liable for any damage caused by the shipping service provider.

## **6. Return Shipping Costs and Risk**

- The risk of return (loss, damage, delay) is borne exclusively by the customer.
- Unstamped returns will not be accepted.
- If the return is lost, no refund will be issued.

## **7. Rejection of a return**

Zurbriggen is entitled to refuse returns if

- the deadline has been exceeded
- the goods show signs of wear or wear
- there is a condition that deviates from the description
- an unauthorised return is attempted
- the goods are not in their original packaging or are incomplete

In the event of unauthorised returns, a return will be made at the customer's expense.

## **8. Place of jurisdiction and law**



Swiss law **applies exclusively**. The place of jurisdiction is **Visp**, as far as legally permissible.

## **Shipping Policy**

### **Zurbriggen AG**

Furusandstrasse 163905 Saas-AlmagellSwitzerland

#### **1. General**

This shipping policy governs all deliveries ordered through the Zurbriggen Shop. By placing an order, the customer accepts the conditions defined here.

#### **2. Shipping service provider**

Shipping is carried out by **Swiss Post as standard**. Zurbriggen reserves the right to use other shipping service providers in exceptional cases.

The selection of the shipping method is exclusively up to Zurbriggen, unless expressly stated otherwise.

#### **3. Delivery area**

Deliveries are made:

- within Switzerland
- to the Principality of Liechtenstein

Deliveries abroad are only possible by individual arrangement.

#### **4. Shipping costs**

The shipping costs are clearly stated in the ordering process. They are made up of:

- Postage of Swiss Post
- Packaging
- Handling

In the case of returns, the customer is responsible for the entire shipping costs.

## 5. Delivery times

The usual delivery time is:

- **A Mail:** 1 to 2 working days
- **B-Mail:** 2 to 4 working days

These figures are indicative and not binding.

Delays can be caused by:

- High parcel load at Swiss Post
- Weather conditions
- Holidays
- Incomplete or incorrect addresses
- Delays at customs (for international shipments)

Zurbruggen assumes no liability for delivery delays.

## 6. Transfer of Risk

The risk passes **to the customer** when the parcel is handed over to the post office.

This includes:

- Loss in transit
- Damage during transport
- Theft after delivery
- Storage "in front of the door" or in the milk crate
- Delays of the post office

Zurbruggen is not liable for any damage or loss that occurs after handover to the post office.

## 7. Transport damage

The customer is obliged to inspect the delivery **immediately upon receipt**.

Transport damage must:

- **be reported immediately**
- **be documented** within 48 hours

- be documented **with** photos of the packaging and contents
- be submitted **together with the** order number

In the event of late notification, any claim lapses.

Important: Transport damage must be claimed against **Swiss Post**. Zurbriggen provides support if necessary, but assumes **no liability**.

## 8. Undeliverable parcels

Undeliverable parcels are returned to Zurbriggen if:

- The address is incorrect or incomplete
- the customer does not pick up the parcel
- the customer refuses to accept

In this case:

- the customer bears the return shipping costs
- no automatic refund will be made
- a new shipment will only be made upon express request and new shipping costs

## 9. Shipping Confirmation and Tracking

After shipping, the customer receives a shipping confirmation. For shipping methods with tracking, the customer must monitor the sending status himself.

For Zurbriggen, responsibility ends **with the handover to Swiss Post**.

## 10. Loss of packages

If a parcel is lost by Swiss Post, the regulations of Swiss Post apply exclusively. Zurbriggen assumes no liability and will not provide a replacement delivery as long as the shipping service provider does not officially confirm the loss.

A claim for replacement or refund only exists if Swiss Post acknowledges a claim.

## 11. Partial deliveries

Zurbriggen reserves the right to ship orders in partial deliveries. The customer does not incur any additional shipping costs.

## **12. Contact**

For questions about shipping, please contact an:[pirmin.zurbriggen@rhone.ch](mailto:pirmin.zurbriggen@rhone.ch)