

General Terms and Conditions of kathrinfederer.ch ("Hereinafter kathrinfederer.ch") (GTC)

Sharing art is the main project of kathrinfederer.ch. But because our offer is of course also about business (for all parties involved), we cannot avoid giving these deals a uniform contractual basis. The rules set out below that we have between you and us serve this purpose

(We are kathrinfederer.ch Kathrin Federer Riedstrasse 26, CH-8604 Volketswil, Tel .: 079 77 79 75, kathrinfederer.ch.ch, mail (at) kathrinfederer.ch)

make a binding agreement. For the sake of simplicity, the masculine form is used throughout the text; the feminine form is of course included.

Our general terms and conditions aim to regulate the business relationship between you and us in a binding and fair manner. The basis of an order and a contract are therefore always the following general terms and conditions of kathrinfederer.ch, which you acknowledge and confirm when you place an order with us. You can view the terms and conditions here and print them out if necessary.

For the business relationship between kathrinfederer.ch and the customer, the following general terms and conditions apply exclusively in the version valid at the time of the order. Kathrinfederer.ch does not recognize deviating conditions of the customer unless kathrinfederer.ch has expressly agreed to their validity in writing.

First of all, we would also like to point out the following: The papers, dyes, chemicals and other materials used in our starting materials and manufacturing processes can, like other dyes, change slightly over time, sometimes even from one production batch to the next. Changes occur particularly over time due to high temperatures, high humidity - or their strong fluctuations - as well as solar radiation. To ensure that you can enjoy our products over the long term, you should not expose prints, laminations and frames to direct sunlight either in whole or in part, not hang them directly over heaters and not expose them to air humidity that exceeds the level of normal living spaces. Prints, laminations and frames are therefore for the exterior, basement rooms, Baths and kitchens not suitable. Laminations with UV protective film or acrylic glass and wooden frames are very sensitive to scratches and stains and should therefore only be touched with gloves or comparable protection.

GENERAL RULES

1. Who can order?

We ask for your understanding that only natural persons, legal persons or partnerships with unlimited legal capacity can order from us. Minors in particular are not allowed to order from us. We must ask you to provide the data requested by us when ordering completely and

correctly, e.g. first and last name, the current address (no PO box) and telephone number (no value-added service number), a valid email address. We are entitled, but not obliged, to check the information provided for correctness. If the data given change after the order, you are obliged to correct the information immediately by sending an email to mail (at) kathrinfederer.ch.

2. What services do we provide?

At your request using the input tools provided at kathrinfederer.ch, we will perform the following services: We will create physical prints of the digital template you have selected, i.e. digital data reproduced on a carrier material, e.g. for your own use or for resale. You can also purchase vouchers for purchases and textiles with the printed motif. Kathrinfederer.ch organizes and hosts (online) workshops and webinars, which customers can book online on the kathrinfederer.ch website or by email on request, partly against payment.

Furthermore, kathrinfederer.ch offers live streams and video tutorials, which you can watch for free on the channels mentioned or experience them live.

3. How is the process for orders at kathrinfederer.ch?

The presentation of the products in the online shop is not a legally binding offer, but a non-binding online catalog. The products you have selected using the "Add to cart" button are summarized again in an order overview at the end of the ordering process. Here you should check, supplement or correct all the information provided during the ordering process. By clicking the "Checkout" button, you send your order data and you make a binding declaration to kathrinfederer.ch that you want to purchase the products listed there (offer). We will automatically accept your offer upon receipt of your order. Immediately after submitting the order, you will receive an order and contract confirmation by email in which the details of your order are listed again.

The text of your order is saved by us and can be sent to you on request after your order has been completed. kathrinfederer.ch recommends that you print out the order data and the general terms and conditions applicable at the time of the order for your own security. German is available as the contract language.

4. How can I cancel my order?

4.1 We would like to point out that a right of revocation is excluded for works from the kathrinfederer.ch online shop with a freely selectable size, equipment, refinement or detail design ("individual product"), since the works created individually according to your specifications and are tailored to your personal needs. For goods that are manufactured according to customer specifications or that are clearly tailored to personal needs, a right of revocation is excluded in accordance with Art. 40f CH OR.

4.2 Validity of the right of withdrawal for vouchers

RIGHT OF WITHDRAWAL

Right of withdrawal

You have the right to revoke this voucher contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods, if you have ordered one or more goods as part of a single order and the goods are delivered in a single delivery.

To exercise your right of withdrawal, you must contact us, kathrinfederer.ch, Kathrin Federer, Riedstrasse 26, CH-8604 Volketswil, Tel: 079 777 79 75, mail (at) kathrinfederer.ch

by means of a clear statement (e.g. a letter sent by post or email) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your notification that you are exercising your right of cancellation before the cancellation period has expired.

Consequences of withdrawal

If you withdraw from this contract, we will have given you all payments that we have received from you, including delivery costs (with the exception of the additional costs that result from choosing a different type of delivery than the inexpensive standard delivery offered by us have), to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will you be charged any fees for this repayment. We can refuse repayment until we have received the goods back or you have provided evidence that

You have to return the goods immediately and in any case no later than fourteen days from the day on which you informed us of the cancellation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired.

You bear the direct costs of returning the goods.

Legal right of withdrawal & sample withdrawal form:

SAMPLE WITHDRAWAL FORM

(If you want to cancel the contract, please fill out this form and send it back.)

To kathrinfederer.ch Kathrin Federer Riedstrasse 26CH-8604 Volketswil, mail (at) kathrinfederer.ch

I / we () hereby revoke the contract concluded by me / us () for the purchase of the following goods ()

Ordered on () / received on ()

Name of the consumer (s)

Address of the consumer (s)

Signature of the consumer (s) (only when notified on paper)

date

End of revocation

4.3 Further information when exercising the right of withdrawal

To ensure quick processing, you have the option of contacting us by phone. We also recommend that you always use the original packaging whenever possible to avoid damage.

5. When and how will the ordered work be delivered?

5.1 The delivery time depends on the desired delivery address. The delivery times are displayed at checkout.

5.2 Unless otherwise agreed, delivery will be made from the warehouse to the delivery address you have given. After delivery, you will usually receive a confirmation email from us.

5.3 If possible, everything will be delivered in one shipment. We are entitled to partial deliveries. If we fulfill your order with partial deliveries, you will only incur shipping costs for the first partial delivery.

5.4 What must be observed when delivering abroad?

Please note that express delivery is not possible.

If taxes, duties or fees are incurred when shipping to countries outside the EU, these will be borne by you.

6. What are the shipping costs?

The shipping costs are not included in the price of the order and will be added to it. The amount of shipping costs depends on the size of the image and the type of product ordered. Information on shipping costs can be found during the ordering process when checking out on the website for the respective product.

7. What prices do we get?

7.1 The prices for our services according to section 2 of these terms and conditions result from the current price list, which can be viewed under Formats & Prices and which we specify as part of the ordering process. In the case of special formats, the price is specified during the ordering process.

7.2 The prices stated in the online shop and on the webinar page are final prices.

7.3 We are entitled to change the price list for future orders at any time without separate notification.

8. How is the payment made?

8.1 Payment methods

Our currently offered payment option is PayPal. All prices are in USD. We offer you the greatest possible security for your online purchase, secured by modern SSL encryption.

If a PayPal payment is not possible for you, please let us know by email and we will offer you an alternative. You can also let us know if you wish to pay by credit card.

8.2 Due date

The purchase price - plus the shipping costs shown under 6 - is to be paid in advance for payment by credit card or PayPal for purchase on account and in installments after dispatch. For paid webinars, always in advance.

8.3 PayPal

In the case of a PayPal payment, you will be automatically forwarded to the PayPal payment service after completing the order process. The payment process is then based on the terms of PayPal.

9. Retention of title

The works carried out remain the property of kathrinfederer.ch until they have been paid for in full.

10. What duties and responsibilities do you have as a customer?

The content stored on the kathrinfederer.ch website may not be copied or distributed, nor used or reproduced in any other way without the prior consent of the rights holder, unless this is permitted by law or is necessary for accessing the website. This also applies to copying by means of "robot / crawler" search engine technologies or other automatic mechanisms.

11. Copyrights

The copyrights and all other rights to content, images, photos or other files on the website belong exclusively to kathrinfederer.ch or the specifically named rights holders. The written consent of the copyright holder must be obtained in advance for the reproduction of any elements.

12. What can I do with the purchased work?

12.1 Please note that with the purchase of a work you only acquire real property in it. No other rights of use are granted. Any reproduction (duplication), distribution, rental, making available to the public or any other analog or digital exploitation are not permitted unless permitted by law.

12.2 You may resell the work as you wish.

13. What warranty are our services subject to?

We are liable for defects in accordance with the applicable statutory provisions. The warranty period for items delivered by us is 2 years. There is only an additional guarantee for the goods delivered by us if this was expressly given in the order confirmation for the respective article.

14. What should you do if you want to complain about our performance?

14.1 We assume that your claims for defects have complied with your statutory inspection and notification obligations. If a defect becomes apparent during the examination or later, we must be notified of this immediately in writing. The notification is deemed to be immediate if it is made within two weeks, with timely sending of the notification being sufficient to meet the deadline. Irrespective of this obligation to examine and notify you, you must report obvious defects (including incorrect and short deliveries) in writing within two weeks of delivery, with the timely sending of the notification being sufficient to meet the deadline. If you fail to properly examine and / or report the defect, our liability for the defect that has not been reported is excluded.

14.2 Defects in part of the delivered goods do not entitle you to complain about the entire delivery, unless a partial delivery is of no legitimate interest to you.

15. Online workshops and webinars (all online services)

Workshops and webinars are held (whenever possible) through Zoom (zoom.com) whenever possible. The webinars are only recorded for private lessons. After the course has been completed, kathrinfederer.ch hands over the video to the customer before it is finally deleted by kathrinfederer.ch.

The following applies to paid seminars: Cancellation requests can be submitted via a link in the registration confirmation or by email. Please note that refunds will be processed in the original form of payment. Cancellations by participants who have already registered must be received by us in writing no later than 7 working days (Mon - Fri) before the start of the seminar. There are no additional costs for a one-time rebooking in due time. Each further rebooking costs USD 50. If a written cancellation is received after the above deadline or if a participant does not appear for the course without cancellation, the entire seminar fee will be charged.

If you have any questions or concerns about our cancellation policy, please contact us at contact@kathrinfederer.ch.

kathrinfederer.ch reserves the right to postpone or cancel an online event as well as booked private lessons at any time if unforeseen circumstances arise, e.g. insufficient registrations (in the case of online events) or illness. We try to inform our customers at least two working days before the event if an event has to be postponed or canceled. If kathrinfederer.ch cancels a session, you have the option of postponing the session to a later date up to 6 months after the original date or of receiving a credit or a refund.

Hardware and software are the responsibility of the participants. If a participant books an online service, he also confirms that he is in possession of functioning hardware (computer / tablet) and installed and licensed software (according to the booked webinar) at the time of the implementation.

16. Registration on this website

You can register on our website to use certain functions. The transmitted data are used exclusively for the purpose of using the respective offer or service. Mandatory information requested during registration must be provided completely and truthfully. Otherwise we will refuse the registration.

In the event of important changes, e.g. for technical reasons, we will inform you by email. The e-mail will be sent to the address that was given during registration.

The processing of the data entered during registration is based on your consent (Art. 6 Para. 1 lit. a GDPR). You can revoke your already given consent at any time. An informal e-mail notification is sufficient for the revocation. The legality of the data processing that has already taken place remains unaffected by the revocation.

We store the data collected during registration for the period that you are registered on our website. Your data will be deleted if you cancel your registration. Statutory retention periods remain unaffected.

17. Coupons

Gift vouchers can be redeemed for all products at kathrinfederer.ch. However, they cannot be used to re-purchase gift vouchers. Vouchers can only be redeemed for goods, returns and cash payments are not possible. You can find more information about the vouchers on our [FAQ page](#).

18. How are we liable?

kathrinfederer.ch assumes no liability for the correctness, accuracy, timeliness, reliability and completeness of the information.

Liability claims against kathrinfederer.ch for material or immaterial damage resulting from access to, use or non-use of the published information, from misuse of the connection or from technical faults are excluded.

All offers are non-binding. kathrinfederer.ch expressly reserves the right to change, add to, or delete parts of the pages or the entire offer or to temporarily or permanently cease publication without prior notice.

Liability under the Product Liability Act remains unaffected.

19. What happens to my personal data?

You can find all information on this in our data protection declaration.

20. How long do the terms and conditions apply?

These terms and conditions apply exclusively in the version valid at the time of the order. We do not recognize any deviating conditions from you, unless we have expressly consented to their validity in writing.

21. Which law and which place of jurisdiction apply to this contract?

The terms and conditions are subject to the substantive law of Switzerland.

We also answer other questions on our [FAQ page](#).

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