

General terms and conditions of kathrinfederer.ch ("kathrinfederer.ch" in the following) (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 businesses a uniform contractual basis. This is served by the rules described below, which we have established between you and us

(we are kathrinfederer.ch

Kathrin Federer

Riedstrasse 26

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binding agreement.

Our general terms and conditions have the aim of regulating 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, whose knowledge and inclusion you acknowledge and confirm by placing an order with us. You can view the terms and conditions here and print them out immediately if required.

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 accept any other conditions of the customer, unless kathrinfederer.ch has explicitly agreed to them in writing.

We would also like to point out the following in advance: The papers, dyes, chemicals and other materials used in our raw materials and manufacturing processes may, like other dyes, change slightly over time, sometimes even from one production batch to another. Changes occur in particular over the course of time due to high temperatures, high humidity - or its strong fluctuations - and solar radiation. In order to ensure that you can enjoy our products for a long time, you should not expose prints, laminations and frames, either in whole or in part, to direct sunlight, hang them directly above heating systems or expose them to humidity levels

exceeding those of normal living rooms. Prints, laminations and frames are therefore not suitable for outdoor areas, basements, bathrooms and kitchens. Laminations with UV protection film or acrylic glass and wooden frames are very sensitive to scratches and stains and should therefore only be handled with gloves or comparable protection.

GENERAL RULES

1. Who can order?

We ask for your understanding that only natural persons, legal entities or partnerships with unlimited legal capacity can order from us. Minors in particular may not place orders with us. We must ask you to provide us with the complete and correct data requested when placing an order, e.g. first and last name, current address (no P.O. Box) and telephone number (no value-added service number), a valid e-mail address. We are entitled, but not obliged, to verify the correctness of the information provided. If the information provided changes after the order has been placed, you are obliged to correct the information immediately by sending an e-mail to [mail\(at\)kathrinfederer.ch](mailto:mail(at)kathrinfederer.ch).

2. What services do we provide?

Upon your request using the input assistance provided by kathrinfederer.ch, we will carry out the following services: From the digital template you select, we produce physical prints, 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.

3. What is the procedure for orders placed with kathrinfederer.ch?

The presentation of the products in the online shop is not a legally binding offer, but a non-binding online catalogue. The products selected by you via the button "Add to shopping cart" will be summarized once again in an order overview at the end of the ordering process. Here you should check, complete or correct all the information provided during the ordering process. By clicking the button "Checkout" you send your order data and declare bindingly to kathrinfederer.ch that you want to purchase the products listed there (offer). Your offer is automatically accepted by us upon receipt of your order. Immediately after sending your order you will receive an order and contract confirmation by e-mail, in which the details of your order are listed again.

The text of your order will be saved by us and can be sent to you on request after your order has been completed. For your security, kathrinfederer.ch recommends that you print out the order

details and the General Terms and Conditions of Business applicable at the time of the order. The contract language is German.

4. How can I cancel my order?

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

4.2 Validity of the right of withdrawal for vouchers

REVOCATION INSTRUCTION

Right of withdrawal

You have the right to revoke this contract for vouchers within fourteen days without giving reasons.

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

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

inform us by means of a clear statement (e.g. a letter or e-mail sent by post) of your decision to withdraw from this contract. You may use the attached model revocation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery from the cheap standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we receive notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no

case will you be charged for this repayment. We may refuse to make any refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You must return the goods immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. This period shall be deemed to have been observed if you send the goods before the expiry of the fourteen-day period.

You bear the direct costs of returning the goods.

Legal right of withdrawal & sample withdrawal form:

SAMPLE REVOCATION FORM

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

An kathrinfederer.ch
Kathrin Federer
Riedstrasse 26
CH-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 in case of communication on paper)

Date

End of the cancellation policy

4.3 Further instructions when exercising the right of withdrawal

In order to ensure a fast processing, you have the possibility to contact us by phone. We also recommend that you always use the original packaging if possible to avoid damage when returning goods.

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

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

5.2 Unless otherwise agreed, the delivery will be made from stock to the delivery address you specify. After delivery you will usually receive a confirmation e-mail from us.

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

5.4 What do I have to take into account for a delivery abroad?

Please note that express delivery is not possible.

If taxes, customs duties or fees are incurred for shipments 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 in each case. The amount of the shipping costs depends on the size of the picture and the type of product ordered. Information about the shipping costs can be found during the checkout process on the website for each product.

7. What prizes will we receive?

7.1 The prices for our services in accordance with Section 2 of these GTC are set out in the current price list, which can be viewed under Formats & Prices and which we specify during the ordering process. For special formats, the price is specified during the ordering process.

7.2 The prices stated in the online shop 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. For your online purchase we offer you the highest possible security, 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.

8.2 Due date

The purchase price - plus the shipping costs shown under 6. - is to be paid in advance in case of payment by PayPal for invoice and installment purchases after shipping.

8.3 PayPal

In the case of a PayPal payment, you will be automatically redirected to the PayPal payment service after completing the order process. The payment process then follows PayPal's terms and conditions.

9. Reservation of title

The executed works remain the property of kathrinfederer.ch until full payment is received.

10 What are your duties and responsibilities as a purchaser?

The contents stored on the kathrinfederer.ch website may not be copied or distributed, nor may they be used or reproduced in any other way without the prior consent of the copyright holder, unless this is permitted by law or required 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 holders of rights. For the reproduction of any elements, the written consent of the copyright holders must be obtained in advance.

12. What may I do with the purchased work?

12.1 Please note that with the purchase of a work, you only acquire ownership of the work in rem. No other rights of use are granted. Any reproduction (duplication), distribution, rental,

making available to the public or other analog or digital exploitation is not permitted unless permitted by law.

12.2 You may resell the work as you wish.

13. What warranty do our services come with?

We shall be liable for defects in accordance with the statutory provisions applicable to such defects. The warranty period for items delivered by us is 2 years. An additional warranty for goods delivered by us exists only if this was expressly stated in the order confirmation for the respective article.

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

14.1 We presuppose that you have complied with your statutory obligations to examine and give notice of defects. If a defect is discovered during the inspection or later, we must be notified of this in writing without delay. The notification shall be deemed to be without delay if it is made within two weeks, whereby the timely dispatch of the notification shall be sufficient to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, you must notify us in writing of obvious defects (including incorrect and short delivery) within two weeks of delivery, whereby timely dispatch of the notification is sufficient to meet the deadline. If you fail to carry out the proper examination and/or report defects, our liability for the defect not reported is excluded.

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

15. Disclaimer

kathrinfederer.ch does not assume any liability with regard to the correctness, accuracy, up-to-dateness, reliability and completeness of the information provided.

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

All offers are not-binding and without obligation. Parts of the pages or the complete publication including all offers and information might be extended, changed or partly or completely deleted by kathrinfederer.ch without separate announcement.

Liability under the Product Liability Act remains unaffected.

16. What happens to my personal data?

You will find all information on this in our privacy policy.

17. How long do the general terms and conditions apply?

Only these terms and conditions apply in the version valid at the time of the order. We do not recognise any terms and conditions of yours that deviate from these, unless we have expressly agreed to their validity in writing.

18 Which law and which place of jurisdiction are applicable to this contract?

The GTC are subject to the substantive law of Switzerland.

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