

GENERAL TERMS AND CONDITIONS

Gallus Hautle AG

1. scope of application

These General Terms and Conditions of Business (hereinafter referred to as 'GTC') apply to all contracts concluded by Gallus Hautle AG (hereinafter referred to as 'Hautle') with persons or companies domiciled or having their registered office in Switzerland, the Principality of Liechtenstein or the European Union (hereinafter referred to as 'Customer') in respect of products (hereinafter referred to as 'Products') offered in the Hautle webshop (hereinafter referred to as 'Webshop'). By placing an order in Hautle's web store, the Customer accepts these GTC.

Deliveries, services, offers etc. from Hautle via the web store are made exclusively in accordance with these GTC. The GTC apply in the version current at the time the contract is concluded. Hautle reserves the right to amend these GTC at any time.

2 User account / information provided by the customer

The customer places orders via a user account or as a guest in Hautle's web store. All information provided by the customer in the user account and all information provided as a guest must be complete and true. Each Customer may only open one user account.

3 Conclusion of contract and delivery

The contract between Hautle and the customer is only concluded by an express order confirmation (not by the automated summary of the order sent by email) or by Hautle's confirmation of dispatch and is conditional on the availability of the products ordered. The Purchaser remains bound by the order until the time of the express confirmation of the order or the confirmation of dispatch by Hautle.

Hautle's offer is primarily aimed at end consumers, which is why Hautle reserves the right not to fulfill or to reject orders in particular if, in Hautle's view, quantities of products are ordered that are not customary for end consumers.

For the products ordered by the Purchaser, the prices in Swiss francs valid on the date of the order and stated in the web store apply in each case, excluding value added tax and excluding shipping costs. The shipping costs will be shown separately during the ordering process and in the order confirmation. In the case of very extensive or large or heavy deliveries, the shipping costs may differ from the information in the online store. In such a case, the delivery costs will be offered individually.

Hautle delivers exclusively to delivery addresses within Switzerland or the Principality of Liechtenstein, to the EU by individual arrangement. The shipping route and type of packaging shall be determined by Hautle. Partial deliveries are permissible; any additional shipping costs incurred as a result shall be borne by Hautle.

Delivery dates and/or periods stated or communicated by Hautle are non-binding.

4. terms of payment

Payment for all orders must be made in Swiss francs, either against invoice or by credit card.

Invoices from Hautle are to be paid within 10 days (without deduction). After the third reminder, Hautle will invoice a handling fee of CHF 40.00.

In the case of orders against invoice, Hautle is entitled to demand advance payment without stating reasons (e.g. due to insufficient creditworthiness).

In the case of payment against invoice, ownership of the goods delivered will not pass to the customer until the purchase price has been paid in full.

5 Inspection, warranty and liability

The customer must immediately check the consignments or products received for correctness, completeness and freedom from defects. Any deviations from the order and any defects must be notified to Hautle in writing within 5 calendar days of delivery.

Hautle exclusively warrants that the products ordered are free from defects in materials and/or workmanship at the time of delivery to the customer. Any defects must be notified to Hautle in writing with a detailed description of the defects and with the complete, defective product and the dated proof of purchase being enclosed in case of private use of the product within 2 years from the date of purchase (in the web store). In the case of commercial use, a defect must be notified within 1 year from the date of purchase (in the web store), otherwise Hautle shall have no warranty obligation whatsoever.

The shipment must be sent to the following address: Gallus Hautle AG, Hofenstrasse 17, 9300 Wittenbach Switzerland. Costs of packaging and shipping shall be borne by the customer.

Wear and tear as well as consequences of improper or careless use, neglected care and attempted repairs by the customer or third parties shall not constitute defects.

The warranty obligation can be fulfilled by Hautle at its own discretion by repair, replacement (with an identical or similar device), reduction of the purchase price or by reimbursement of the purchase price. Other benefits, in particular compensation for damages, are excluded in the event of a defect.

By making the purchase, the customer undertakes to use the products solely in accordance with their intended purpose.

Any further liability on the part of Hautle in connection with products or services provided by Hautle and its auxiliary persons is excluded to the extent permitted by law.

6. courses

Payment of the course fee

After you have registered for a course, you will receive (as soon as a course has reached the minimum number of participants) a course confirmation from us, with an enclosed invoice. The payment date listed there is binding. The registration obligates you to pay the course fee. Non-payment of the course fee does not constitute cancellation.

Depending on the course, Gallus Hautle AG may provide different payment options. Prices and services of our courses are shown on our homepage.

If payment in installments has been agreed upon but the promised payment date is not met, the entire amount is due immediately. If price reductions have been granted, these will automatically be cancelled retroactively.

In the case of offers with profit participation on the part of Gallus Hautle AG, the full amount (as shown on the invoice) is owed at all times. Any withdrawal from remaining claims will be made on a goodwill basis. If a customer is unable to provide proof of performance, e.g. if he/she is unable to take part in the official examination for which we have prepared, the full amount is owed. This also applies if a prevention occurs for health, administrative or personal reasons.

Course organization

For organizational reasons, we reserve the right to postpone or combine classes, to change the location of classes, or to reduce classes with a percentage refund of the course fee. If a course instructor drops out, Gallus Hautle AG can make a change of instructor or appoint a substitute. In order to run our courses under optimal conditions, we set a minimum and a maximum number of participants for each course. Course places are allocated in the order in which registrations are received. If the number of participants is insufficient, the course will usually not be held or will be combined with other courses in terms of time and/or location, or the course fee will be waived or refunded.

Course exclusion

Gallus Hautle AG reserves the right to exclude one or more course participants from a course for good cause. In the following cases, the full course fee is owed, i.e. there will be neither a proportional refund nor a waiver of the course fee: exclusion from the course due to non-payment of the course fee and in serious cases (defamation, harassment, deliberate damage to property, etc.).

Registration

In principle, registrations are made in writing. If you register for a course or an additional event informally, the general terms and conditions are still accepted.

Cancellations

Deregistration from a course involves administrative effort. Depending on the time of cancellation, we can waive the course fee in whole or in part.

If you cancel your registration in writing (letter, e-mail) up to 10 days before the start of the course, we can waive or refund the course fee. If the cancellation is made less than 10 days before the start of the course, the entire course fee must be paid. No-shows do not count as cancellations.

Gallus Hautle AG reserves the right to charge third party claims for accommodation, meals, travel, etc.

Cancellation days

If a course day cannot be held by Gallus Hautle AG, participants are entitled to a replacement. If participants are unable to attend on this date, Gallus Hautle AG shall not be obliged to offer the course material in any form. The material missed must be made up for in self-study.

Insurance

For all courses and events organized by Gallus Hautle AG, we exclude any liability for damages incurred. You are therefore responsible for ensuring that you have adequate insurance cover. The use of the facilities is at your own risk. Gallus Hautle AG cannot be held liable for theft or loss of items.

Data protection

By registering, you agree that Gallus Hautle AG may pass on your basic data to other participants in your specific course. Furthermore, we send out newsletters at irregular intervals. You can unsubscribe from our newsletters at any time. Data will not be passed on or sold to uninvolved third parties.

Program and price changes

Program and price changes as well as changes in the general terms and conditions are reserved.

7. data security and data protection

Data is transmitted via the Internet. The Internet is an open network accessible to anyone and is therefore generally not considered a secure environment. All payment transactions will be processed in accordance with the security standard customary at the time of the transaction ("https://"). Hautle disclaims any liability for the security of data during its transmission via the Internet.

Personal data is processed in accordance with and in compliance with the applicable data protection provisions for the purpose of processing the contract and maintaining relations with the customer (including marketing measures). The disclosure of personal data of the customer to third parties outside the Hautle company will only be made to the service partners involved in the execution of the contract, such as the logistics company commissioned with the delivery. In such cases, the scope of the transmitted data is limited to the minimum required for the execution of the contract. A further transfer of customer data to third parties does not take place. The customer agrees to the collection, processing and use of his personal data in accordance with the above instructions.

8. Applicable law and jurisdiction

The contractual relationship, including these GTC, shall be governed exclusively by Swiss law, to the exclusion of the conflict of laws provisions of Swiss private international law, in particular to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The place of jurisdiction shall be St. Gallen, Canton of St. Gallen, Switzerland, whereby Gallus Hautle AG shall also be entitled to bring an action against the customer at the customer's general place of jurisdiction.