

General Terms and Conditions

May 2021

§ 1 Scope

In addition to the statutory provisions, the following provisions define the contractual relationships between "SCE Siebert Custom Electronics" (hereinafter referred to as "seller") and the customer (hereinafter referred to as "buyer"). The buyer has the option of rejecting these general terms and conditions (hereinafter referred to as "GTC") by filing an objection in writing immediately after receiving this document and withdrawing from the purchase. The GTC of the seller must be accepted for every contractual relationship. With a payment from the buyer to the seller, these terms and conditions are considered accepted. If the buyer himself has terms and conditions, the GTC of the seller take precedence. If the general terms and conditions of the buyer take precedence, this must be accepted in writing by the seller before the contract is concluded.

§ 2 Contractual partner

Contract partner is SCE Siebert Custom Electronics, represented by Henner Siebert, Im Winkel 26, 4717 Mümliswil, Switzerland.

§ 3 Conclusion of contract

A contractual relationship is established between the seller and the buyer when the buyer has received an order confirmation from the seller and has paid the required total amount in advance. A prior written order from the buyer is required in any case for the creation of an order confirmation. The seller reserves the right to refuse orders at any time without giving reasons. If the buyer has already made a payment, it will be fully refunded without interest. The buyer receives an invoice by email before the goods are dispatched.

§ 4 Prices

Upon receipt of the order confirmation, the buyer will be informed of the total amount to be paid for his order. With payment of the total amount, the price is accepted.

§ 5 Terms of payment

Payment in advance is the only accepted method of payment.

§ 6 Retention of title

The seller reserves the right of ownership to all goods sold if the buyer should cancel all or part of his payment after payment of the total amount.

§ 7 Delivery times

The seller informs the buyer of the current delivery times by means of an order confirmation. Once the total amount has been paid, the delivery period is deemed to have been accepted by the buyer. If the delivery deadline is not met by the seller, the buyer has the right to withdraw from the contract until the goods are dispatched. If the buyer has not received a written declaration of withdrawal by the time the seller is notified of the dispatch, the seller's default is deemed to have been accepted by the buyer.

§ 8 Right of withdrawal

The buyer has no fundamental right to withdraw from the contract. Until the seller has notified the seller, the buyer is granted the right to withdraw from the contract in writing and thereby cancel the purchase.

§ 9 Deliveries

The buyer is responsible for providing a correct and valid delivery address. If the delivery address in the order confirmation is incorrect, the buyer must inform the seller immediately. The buyer is liable for incorrect deliveries due to incorrect information about the delivery address in the order confirmation. For the seller, the delivery is considered fulfilled as soon as the goods leave his house. The risk of dispatch and transport are in any case at the expense of the buyer.

§ 10 Guarantee and Liability

The warranty period is 2 years and begins on the invoice date. Wearing parts such as batteries and rechargeable batteries are excluded from the guarantee, provided that there are no material or manufacturing defects. Cosmetic defects (scratches and dents) and damage caused by an accident or misuse (contact with liquid, fire, earthquake or other external influences) are also excluded from the guarantee.

The seller is not liable for personal injury or property damage caused by improper use or handling. This includes all changes and modifications to the product and its accessories, in particular opening the housing. Damage caused by an accident, misuse, abuse, contact with liquid, fire, earthquake or other external influences are also excluded from the guarantee and release the manufacturer from any liability. The buyer is responsible for using a suitable charger.

Any use other than that described in the manual is not permitted and leads to loss of warranty, loss of guarantee and exclusion of liability. The seller rejects any guarantee and liability for consequential damage, lost profit or claims by third parties. Guarantee claims are to be communicated to the seller in writing immediately after the defect has been discovered. The seller is not responsible for any lost revenue due to a failure or defect.

§ 11 Place of guarantee fulfillment

The place of guarantee fulfillment corresponds to the domicile of the seller.

§ 12 Returns

Costs and risks for returns to the seller are borne by the buyer. Returns must generally be announced in writing in advance and must only be made in the original packaging, including adequate packaging protection. The buyer is liable for transport damage.

§ 13 Disposal of Batteries

Proper disposal of the product is the responsibility of the buyer. End users are obliged to return used or defective batteries and accumulators. These can be handed in free of charge at public collection points, at the seller or wherever they are sold. Batteries and rechargeable batteries are not allowed to be disposed of with household waste. This regulation also applies if batteries or accumulators are permanently installed in devices. The seller offers to take back old batteries and devices with integrated batteries free of charge. These are securely packaged and sent with sufficient postage to:

SCE Siebert Custom Electronics, Henner Siebert, Im Winkel 26, 4717 Mümliswil, Switzerland.

A personal delivery is not possible. The content must be clearly declared from the outside (example: "Contains old batteries or devices with integrated batteries for disposal"). Damaged batteries are not allowed to be shipped. The shipping conditions of the transport company have to be observed.

§ 14 Place of jurisdiction

The place of jurisdiction for both contractual partners is the seller's domicile. Swiss law is exclusively applicable to any disputes.

§ 15 Severability Clause

Should individual provisions of this contract not be legally effective in whole or in part or lose their legal effectiveness later, this shall not affect the validity of the rest of the contract.