

GTC wb4u GmbH

Article 1: Scope of Application

The 'General Terms and Conditions' (GTC) regulate all business relations between clients and stakeholders on the one hand and wb4u GmbH on the other hand, if no special agreements have been made.

Supplementary provisions are stipulated in the 'Framework Conditions concerning Online Business with wb4u GmbH'.

The way wb4u GmbH handles personal data is regulated in the 'Privacy Statement'.

Article 2: Mutual Fairness

All contracting parties have the duty to act in good faith. They make sure to mutually draw attention to legal and other provisions, keeping the other party informed regarding possible obstacles which might eventually put fulfillment of contractual obligations in question.

Article 3: Offer and Acceptance

If the wb4u GmbH websites contain concrete information concerning goods or services, invitations to make an offer are involved rather than legally binding offers.

The client's offer involves filling in the questions and placing the order provided as indicated by wb4u.com's internet webpage.

wb4u GmbH acceptance of the offer takes place by an immediate wb4u GmbH confirmation.

Article 4: Transmission of partial orders

The client explicitly authorizes wb4u GmbH to execute certain subtasks, such as authorizing specialized firms to forward goods, at their own discretion and without prior query to the client if deemed appropriate for business processing.

wb4u GmbH is liable for the actions of these firms only if its choices or instructions violate the duty of care.

Article 5: Transfer of benefit and risk

If no other explicit agreement exists, the benefit and risk concerning the object to be purchased with disposal of the goods concerned transfers from the seller to the buyer.

Article 6: Prices, charges and taxes, as well as third party costs

wb4u GmbH becomes active after the price agreed upon with the client has been transferred. Without prejudice to another agreement, the transfer should take place within seven calendar days after placing the order. The information published on the wb4u GmbH website (especially prices, conditions etc.) can be adjusted to the current circumstances at any time.

The wb4u GmbH prices indicated provides for – if not agreed upon otherwise – are non-deductible overall prices, including legally owed taxes and further fees.

Costs charged additionally by third parties (i.e., transportation expenses and customs duties) are not included in the price and are invoiced separately to the client.

Wrongful deductions will be debited to the client.

Article 7: Currencies

The wb4u GmbH accounting standard is based on Swiss francs (CHF).

The client bears the risk of a changing exchange rate after placing the order. Wb4u GmbH is notified to charge recalculations within the framework of the differential amount.

Article 8: Contract languages

The contracts are concluded in German or English. The general terms and conditions, the framework conditions concerning online business with wb4u GmbH, and the privacy statement are available in both languages.

In case of interpretation difficulties, the German version of these documents is binding.

Article 9: The buyer's duty of immediate inspection and written notification

The buyer of goods or services has to verify the received goods or services immediately, especially in view of conformity with the order specifications and their integrity. Obvious defects must be reprimanded promptly in a written form addressed to the seller.

Defects encountered only after unpacking must be reprimanded in a written form within seven calendar days. If the buyer fails to notify of a defect at the due day, or whenever the goods received are used or processed, the goods count as accepted without flaws, and the delivery is approved.

In principle, defects covered can be claimed within two years. Depending on the extent of the defect and the quality of the defective goods, the buyer is entitled to request a price reduction, a refund of the selling price, or replacement of the goods.

All the claims named apply in conformity with the seller or supplier, but not towards wb4u GmbH.

Article 10: Deficiency in performance of the buyer contracting with wb4u GmbH

If the client fulfils its contractual duties towards wb4u GmbH, despite a written reminder, insufficiently or not at all, wb4u GmbH reserves the right to terminate the contractual relationship (see Art. 13 of the General Terms and Conditions). In this situation, wb4u GmbH is entitled to compensation for its previously provided services, if these exceed free calculation of the purchase price and is therefore entitled to suspension of the agreed services.

Article 11: Deficiency in performance of the seller

If the seller's services, despite a written reminder, are performed insufficiently or not at all, wb4u GmbH reserves the right to terminate the contractual relationship at any time (see Art. 13 of the General Terms and Conditions). The client's advance payments to wb4u GmbH will be fully refunded to the client by the said GmbH under reservation of its own claims taken from the contractual relationship.

A reasonable delivery delay or a slight deviation in the delivered quantity does not exclude the buyer from his duty to accept the goods.

Article 12: Disclaimer

wb4u GmbH cannot be held responsible for the success of its search operations.

In case of fee-based search requests, the fee agreed upon with wb4u GmbH is owed even in case of the lack of success.

wb4u GmbH takes great care when fulfilling its orders, but it excludes any responsibility for slight negligence in all areas of its activities.

wb4u GmbH strives to procure the goods or services sought to the most favorable terms. Yet the company takes no responsibility if the objects or services found can be provided for cheaper at a later date or by a different provider.

wb4u GmbH assumes no responsibility for the accuracy, completeness, and topicality of information and content made available on its webpage. These are neither to be taken as advice nor as a recommendation. Use of the website's content occurs at the user's own risk. Therefore, wb4u GmbH excludes any responsibility from loss or damage resulting from use or access of the website or from links indicated.

wb4u GmbH strictly rejects any warranty concerning contractual fulfilment by the buyer or seller or other involved third parties such as transport companies.

Article 13: Cancellation and revocation of the purchase order towards wb4u GmbH

wb4u GmbH is entitled to terminate an order placed with it at any time taking immediate effect and without indication of reasons as well as without liability for damages, as long as the termination does not cause untimely consequences (see Art. 404 of the Swiss Law of Obligations). In any case, wb4u GmbH is entitled to compensation for services provided up until the time of termination.

The client may also revoke the order, although the services of wb4u GmbH performed until this point in time must be compensated for and in case of an untimely termination, any damage to wb4u GmbH must be compensated.

Article 14: Right of revocation for distance selling contracts concerning consumer with the EU (revocation instruction)

Consumers within the EU have the right to revoke a purchase or supply contract within 14 days from the date of appropriation by the buyer or receiver without indication of reasons. This must occur by means of a clear explanation (i.e., a letter sent by mail or E-mail).

A form concerning the notice of revocation is made available on the wb4u GmbH website (wb4u.com). This can be filled in and sent electronically.

To observe the revocation period, a notice must be sent before expiration of the revocation deadline.

Article 15: Right of return towards the seller

Outside the EU the buyer may withdraw from the seller – or from the service provider – only if this is legally regulated or the seller grants a contractual right to withdraw.

Return of goods and their insurance takes place based on the buyer's costs and risk except for one dealing with a wrong delivery or a defective product that the seller recognizes.

Article 16: Intangible rights of wb4u GmbH

The website content, general terms and conditions, framework conditions concerning the online business of wb4u GmbH, and the privacy statement are protected by copyright. Its unauthorized use and reproduction can have civil-and criminal law consequences.

Article 17: Applicable law and place of jurisdiction

Business relationships of wb4u GmbH underlie Swiss Law.

The place of jurisdiction is the domicile of wb4u GmbH. Nonetheless, wb4u GmbH is also entitled to sue the business partner at his or her domicile or place of residence.

Depending on the possibility, disputes will be solved amicably.

Article 18: Changes of the General Terms and Conditions

The General Terms and Conditions (including framework conditions concerning the online business and the privacy statement) can be changed and adjusted towards the new legal or regulatory framework conditions or towards the changed requirements.

If not agreed differently, the version of the General Terms and Conditions upon the contractual conclusion is valid vis-à-vis the user of the wb4u GmbH website or the contractual partner at the time of its usage.