General Terms and Conditions (T&C)

§ 1 Purpose and Use of the General Terms and Conditions

These general terms and conditions (hereinafter referred to as T & C) govern the relations between Webcraft AG (as the operator of qbendo.ch) and the customer. The GTC are an integral part of the agreement between Webcraft AG and the customer.

§ 2 Conclusion of the Contract

The representation of products (qbendo.ch) does not constitute a legally binding offer but instead an invitation to the customer to place a binding purchase order (offer to conclude a contract) on his part.By clicking the order button, the customer places a binding order for the products listed on the order page.Immediately after receiving the order, the seller confirms receipt of the order by e-mail. The purchase contract is only concluded when the seller confirms the dispatch of the goods by e-mail (order or shipping confirmation) or, at the latest, upon delivery of the goods.In the case of payment in advance, the purchase contract is concluded upon confirmation of receipt of the advance payment by the seller.

§ 3 Prices

All shop prices include 8.1% VAT. Price quotes and order confirmations are binding. Substantial errors are excepted.

§ 4 Place of Delivery and Use of Delivered Goods

We deliver to all countries that are listed in our delivery conditions .

§ 5 Payment terms for customers in Switzerland and Liechtenstein

(See also delivery terms [https://www.qbendo.ch//eng/conditions])

- **Prepayment to our account in Switzerland**
  We will send you our account details via e-mail with the order confirmation. As soon as we have received your payment, we will dispatch your order.

- **Invoice**
  We will send you an invoice and a pay-in slip with the delivery. The invoice amount is payable without deductions within 14 days (private customers) or 30 days (business customers). We reserve the right to request pre-payment when it comes to first-time or large-value orders. We will then send you an invoice for pre-payment. This will also be enforced in case of larger outstanding balances. In certain cases, for justifiable reasons, such as a credit check, to reduce credit and default risks, to combat abuse or collect outstanding bills, we transmit your data to a credit information institute and receive the necessary data from the providers. Please note our data privacy statement.

- **Credit/debit card (MasterCard, VISA, American Express)**
  Payment will be completed at the end of the order over a secure connection.

- **PostFinance Pay**
  After completing the order, you can confirm the payment with your PostFinance app.

- **TWINT**
  You pay your order free of charge directly via your TWINT account. In order to be able to use this payment method, you need to be registered with TWINT and have the mobile app installed. After you ordered, you can confirm the payment with your TWINT mobile app.

- **PayPal**
  Payment will be completed at the end of the order over a secure connection.

- **Apple Pay**
  You pay your order via Apple Pay. This payment option will only appear if you have already set up Apple Pay.

- **Google Pay**
  You pay for your order via Google Pay.

When you pay by credit/debit card, PostFinance, TWINT, Paypal or other means of immediate payment, you will be charged when the order is placed.

Security during payment

The PCI DSS certificate attests that qbendo.ch meets the high security requirements of the payment card industry.

Default of payment

If a customer does not fulfil their payment obligation in full or in part, Webcraft AG can suspend further product deliveries to this customer.

For a second demand note, Webcraft AG can collect 20.00 CHF as reimbursement for expenses. After unsuccessful demand notes, the invoice amounts can be assigned to a debt collection agency, which enforces the outstanding amounts in their name and at their own expense and can collect additional administrative fees.

§ 6 Payment terms for customers in the EU

Please use our Shop www.qbendo.de and consult the AGB found there.

§ 7 Incomplete Orders

If an order requires pre-payment and the invoice is not paid within ten days after billing, the order becomes void and the ordered quantities cannot be guaranteed in case of a new order or late payment.

§ 8 Liability

Webcraft AG accepts no liability for damages or injuries caused by improper or careless handling of the products.

§ 9 Delivery

When orders (or incoming payments via prepayment) are received on a business day before 12:00 o'clock, the shipping occurs on the same day, otherwise the following business day. We cannot accept any responsibility for delayed deliveries.

§ 10 Minimum order

The minimum order amount is CHF 20.00 (including VAT, not including shipping costs).

§ 11 Delivery Delays

Delivery delays that happen during the transport by mail are outside of our sphere of influence and we can therefore not be held liable for it.

Shop Articles

All articles that you ordered in our online shop are in stock and can be shipped without delay. If an article is temporarily not in stock, you cannot put it in your cart in the online shop.

Delays with shop articles can therefore only occur due to waiting time for an incoming pre-payment. Depending on the chosen payment method, it can take several days before your payment is credited to our account. The ordered items remain reserved for you during this waiting period and will be shipped within one business day after receipt of payment. You can shorten the waiting time by sending us proof of payment (via e-mail) or by choosing a faster payment method, e.g. card payment.

§ 12 Return policy

Customers in Switzerland and Liechtenstein may return the ordered products within 14 days after receipt of the goods. The returned items must be in the original packaging, free of damage, clean and unused. Where applicable, any accessories included in the delivery must also be returned.

Returning Address:

Lager Webcraft AG
c/o Murghof Werkstätte
Baliérestrasse 29
8500 Frauenfeld

You will receive a refund after we have received the returned products. Postage costs for returned goods are at your expense. Please put enough postage on the package.

§ 13 Warranty

Webcraft AG guarantees for 2 years from delivery the absence of defects and the proper functioning of the acquired product. This warranty does not, however, cover faults caused by negligence, knocks, signs of usage, misuse or improper handling.

§ 14 Exceptions to the Guarantee

Any further material or legal guarantees, with the exception of those mentioned in § 13, are expressly excluded.

§ 15 Data Protection

Customer data will be used internally at Webcraft AG only and will not be supplied to third parties.

§ 16 Place of Jurisdiction

All obligations are subject to Swiss Law. The place of jurisdiction is Uster, Switzerland.

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qbendo.ch

Legal Representatives of the Company:
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