

# GTC

## Scope of the General Terms and Conditions

These General Terms and Conditions (GTC) govern the contractual relationship between you as a customer (Customer) and crossmind innovation llc. (CI) for all orders made on the online booking platform [swissmountainair.swiss](http://swissmountainair.swiss). CI reserves the right to change these GTC at any time without prior notice. The version at the time of booking is decisive.

## General Provisions

### General conditions for use of [swissmountainair.swiss](http://swissmountainair.swiss)

By accessing and using the [swissmountainair.swiss](http://swissmountainair.swiss) website, and by association also the use of the online platform, the customer accepts the General Condition of use for [swissmountainair.swiss](http://swissmountainair.swiss) (GCU).

In accordance with the GCU, CI provides neither guarantee of reliability nor unlimited availability of the website and thus cannot be made liable for the effects of interruptions in booking processes or the non-transmission of messages. Particular attention has been paid to the user-friendliness of the user interface. The customer is responsible for the correct use of the website and the sales platform in particular. He accepts sole responsibility for the consequences of user errors.

### Conclusion of contract, advance payments, e-mail communication

The offers published by CI do not constitute the offer of a contract. The contract comes into effect with acceptance of the customer application by CI or with the first fulfilment action of CI.

A shopping basket order placed by a customer on the CI platform constitutes an order to conclude a contract in accordance with the individual shopping basket positions. The customer's order is binding for 24 hours. During this time limit, CI is to provide a reply to the e-mail address supplied by the customer. During this period, CI verifies, if possible immediately, the availability of the advance payment (credit card coverage) and the definite availability of the positions ordered.

CI advises the customer through a notification on the website (success page), if the order process cannot be completed as requested and terminates the entire transaction (non-acceptance). Rejection of the request always applies to the entire shopping cart even if only individual positions ordered are the reason for rejection. If payment and services are available, CI concludes, step by step and within the scope of its agency mandate, the individual contracts between the service providers / suppliers and the customer. In doing so, CI notifies the customer by way of an announcement on the website (success page) and an e-mail (acceptance of all shopping cart positions) followed by the definite debit of the advance payment.

CI's reply to the customer's request is considered concluded as soon as the corresponding data has been transferred to the Internet from the CI system. The time of receipt of the e-mail by the customer and the display of the success page by the customer's client is irrelevant. The customer is obliged if necessary to enquire at CI of the whereabouts of the reply.

If a customer from a country for which a payment process is not listed orders a shopping cart from CI, CI is not in a position to accept the order even if the customer can bring the automatic platform to react as described above.

The transmission of e-mail messages via the public network is asymmetric and failure prone; the messages are unprotected and can be intercepted and altered by third parties. In addition to the contents, the sender and recipient of the e-mail can be identified by third parties. This also applies to e-mails used for communicating with CI. CI is authorised by the customer to send him e-mails. CI accepts no liability whatsoever for damages caused by faulty, impaired or intercepted and scrutinized transfers of e-mails. These conditions similarly apply to other unprotected forms of communication, which are comparable in functionality and risk potential that are presently being used or may be used in the future.

Messages sent to addresses (namely e-mail addresses) provided by the customer or that have been previously used successfully in correspondence with CI are considered to have been delivered correctly. In the case of e-mails, the valid time of delivery is the time of despatch by CI; for postal transactions, it is assumed that correspondence sent by priority post has been delivered, also abroad, by the latest four days after deposit at a Swiss Post Office unless evidence to the contrary is provided.

#### **Price, terms of payment**

The price to be paid by the customer results from the total price of the shopping cart contents shown in Swiss francs (CHF). This includes, unless expressly otherwise stated, all surcharges, taxes and charges. All prices include Swiss value added tax (VAT).

Prices may be subject to ongoing changes. The customer must ensure that the shopping cart displayed is still up to date. After submission of the order, the customer will be shown a summary of his request.

Contracts in accordance with the individual shopping basket positions will in principle only be completed after an automatic advance payment has been made in accordance with the configuration of the online platform. CI will not accept a customer's request until confirmation of coverage has been received. The customer and CI each bear the respective charges applicable to them as a result of the payment process.

## **CI Services**

#### **Webshop**

CI reserves the right to change or amend prices at any time. Prices quoted on the original server at the time of the conclusion of a contract are binding. All prices of shop articles include statutory value added tax (VAT). These deliveries are subject to VAT and customs duties of the country of destination (recipient address).

The shipping costs are not included in the shop price and will be additionally invoiced. The following flat-rate charges will apply and be detailed separately in the shopping cart: Switzerland CHF 8; neighbouring countries CHF 25; other countries CHF 35. The packaging material is included in the shipping cost.

**The customer has the right to cancel the order in writing within 7 days, provided that the total cost of the items exceeds CHF 100.** The cancellation period begins at the time of

the customer placing the order, and the deadline is met if written cancellation is handed to the Postal Services or received electronically by CI within 7 days. The customer shall bear the costs for returning the goods and costs incurred by CI. The customer must return the goods in the original packaging without delay. Right of cancellation expires upon opening the original packaging (breaking the seal).

The customer must thoroughly check the goods received. If the goods are delivered damaged or incomplete, the customer must provide confirmation from the carrier. Notice of defects must be provided to CI within 10 days. The damaged goods must be returned to CI unused, in an unchanged state and in the original packaging. An equivalent replacement will usually be delivered. Should CI be unable to do so, the customer is entitled to reimbursement of the purchase price.

CI will endeavour to execute the order within 5 days. The delivery period is ultimately dependent upon the carrier. The following delivery periods are to be expected: Switzerland: 5 working days, neighbouring countries: 5-8 working days, other countries: 10-30 working days. Any compensation claims for delayed delivery are excluded.

## **Special provisions**

### **Liability**

Subject to other statutory regulations, the following shall apply if by way of exception the right or possibility of return of goods is claimed, or it is not possible to fulfil the services: payments made by the customer will be reimbursed. Any further claims by the customer, especially with regard to compensation claims for consequential damages and loss of profit are excluded.

### **Complaints**

Should the customer have reason to lodge a complaint, he must immediately notify CI or the service provider. In addition, the customer must take all reasonable steps to remedy the disruption and to limit any possible damage.

### **Applicable law and place of jurisdiction**

The contractual relationship between the crossmind innovation llc. and its contracting entities, including the question of its realization and the validity of the contract is subject exclusively to Swiss law. The exclusive Place of Performance and Jurisdiction for all claims arising from this business relationship shall be Bern-Liebefeld, Switzerland. Application of the "Vienna Sales Convention" (United Nations Convention on Contracts for the International Sale of Goods, CISG) is expressly excluded.