

General Terms of Business – BERNINA Online Shop

It is our intention always to serve you to your fullest satisfaction. Our fair Terms of Business are an integral part of this endeavour.

Delivery

We deliver new-from-factory, original products only. The contract comes into force when we accept your order via our order confirmation. The order confirmation contains the essential details of your order. If the magazine *inspiration* has been ordered, delivery will take place so long as stocks are sufficient. Delivery is generally one to four weeks after the order is placed. Should you have any questions concerning our Terms of Business, please e-mail us at inspiration@bernina.com.

Refusal of Goods

Any costs arising for us as a result of unjustified refusal of the goods delivered by us shall be charged to the customer. Repeated refusal of the goods will cause the customer account to be blocked.

Data Protection

BERNINA International AG only records information which is strictly necessary, and uses it within the context of the transaction of the order with the aim of making shopping as easy as possible for the repeat customer.

Personal data is treated as confidential by BERNINA International AG, in accordance with data-protection legislation.

BERNINA International AG passes on no details to third parties. Your details will in no circumstances be used for third-party advertising or sold on. We are nevertheless obliged to cooperate if we are asked to provide customer information on legal grounds.

Competent Court of Jurisdiction

Our trading is based solely on Swiss law.

The competent court of jurisdiction is Steckborn.

We are also entitled to bring suit at your general court of jurisdiction.

Warranty/Liability

Liability for the supplied goods is limited to a replacement delivery. Compensation for all indirect and consequential damages is hereby excluded. Claims for rescission of contract or reduction of compensation are hereby excluded, provided that a replacement delivery is possible within an appropriate period.

Objections owing to defects in the goods may be raised within 8 days. Should examination of the defective goods reveal the defects to be the result of culpable behaviour on the part of the buyer (e.g. damage caused by improper handling), then the buyer bears the costs of the replacement delivery.

Our liability for our own fault, as well as for that of our statutory agents and subcontractors, is limited to intent and gross negligence. This does not apply for breach of fundamental contractual obligations or the absence of guaranteed characteristics.

Terms of Delivery

Please note the delivery times that are given on our website for the product in question.

These are based on experience, and may vary. A delay in delivery never leads to a reduction in sales price.

In order to deliver the goods as quickly as possible, we sometimes undertake partial deliveries. These never entail any additional costs for you, the customer.

Delivery is by post.

Prices

The legally applicable value-added tax is already included in the price. For delivery costs, please see the details in your shopping basket on the website of the country to which delivery is made, which is usually the BERNINA website for your country. In the absence of a quoted delivery cost, we reserve the right to make an additional charge for the relevant amount, if necessary. Delivery is from Switzerland.

Inspiration Subscription Information

Inspiration magazine is published 3 times a year, always in early January, May and in mid-September.

The first magazine you receive after placing a subscription order is always the next issue to be published. This may mean that you have to wait a while before receiving your first issue. Subscription orders placed at least 2 weeks before the publication of a new issue may receive that issue as their first magazine.

The magazine subscription runs initially for the time period paid for. Afterwards, the subscription is automatically renewed for one year at a time, unless notice of cancellation is given 3 months before expiry of the subscription.

Complaints

Exchange is only possible in the event of wrong delivery or manufacturing defects. The invoice or delivery note must be enclosed with all returns, as processing is not possible otherwise. In case of damage during transport, claims must be made within 48 hours, as entitlement to free replacement expires thereafter.

Goods may not be returned because they fail to please.

Exchange

Owing to copyright, the exchange or taking back of sound-, image- and data carriers is not possible.

We cannot guarantee that certain products will fulfil the purpose you wish them to. Likewise, some products require special hardware and software configurations. In case of doubt, please enquire before ordering.

Terms of Payment

You are kindly requested to settle the invoice within 30 days. We regret that any unjustified deductions will incur an additional charge.

Should your payments fall overdue, we shall be entitled to charge an additional 5% interest payable on arrears, in addition to the reminder costs. As a possible consequence, you may be blocked from making further online purchases. We also reserve the right to initiate legal proceedings.

Inspiration is paid either on account or by credit card; outside of Europe it must be paid by credit card.

With delivery on account, you undertake to settle the invoice within 14 days of receipt of the magazine.

Should you fall behind with payment, BERNINA reserves the right to charge a reminder fee of CHF 6.00.