

## GENERAL TERMS AND CONDITIONS FOR THE ONLINE SHOP (TOOL4YOU)

### 1. General

- 1.1. The following General Terms and Conditions (GTC) rule the conclusion, the contents and the execution of sales contracts between Buyer and PB Swiss Tools AG (hereinafter called Supplier) initiated via Supplier's online platform (www.pbswisstools.com), as well as the ordering of products specially made for Buyer and sold.
- 1.2. By filing and order with Supplier, Buyer declares to be in full agreement with these CGC. With the proviso of any deviating rules in the order or in other integrating parties of the contract.

### 2. Validity

- 2.1. The www.pbswisstools.com web site is the property of and is operated by PB Swiss Tools AG.
- 2.2. The GTC apply to any online orders from Switzerland and from foreign countries.
- 2.3. The GTC are applicable from 1<sup>st</sup> October 2016.
- 2.4. Any deviating, additional or contrary conditions by Buyer shall only be recognized if Supplier agrees to same expressly in writing.

### 3. User Conditions

- 3.1. Correct information as to invoicing and delivery addresses is required for using the offers of Supplier's online shop. Information must be true and complete.
- 3.2. PB Swiss Tools AG will only supply complete and correct orders and if invoicing and delivery addresses come from the same country.
- 3.3. PB Swiss Tools AG undertakes to treat any person-related log-in-information confidentially and to avoid access by any unauthorized third parties.

### 4. Online Ordering and Conclusion of Contract

- 4.1. By clicking on the "ORDER" button, Buyer confirms binding purchase of products selected. The order become binding onto Supplier by sending a confirmation e-mail to Buyer. Such confirmation is usually sent immediately upon receiving the order.
- 4.2. Orders comprising additional client-specific executions (such as impression of logos) will become binding onto Buyer only once he has sent the printing proofs to Supplier after having received Supplier's confirmation and printing samples. The confirmation is, in this case, an offer by Supplier with a maximum validity of 90 days. Supplier may refuse the reproduction of any images, drawings or texts comprising, in Supplier's opinion, racist, pornographic or immoral content.
- 4.3. The objects of the contract are the products mentioned in the order and in the order confirmation at net prices. Prices given in the online shop are gross retail prices.

- 4.4. Characteristics of products ordered are based on online shop product descriptions. Performance characteristics of any individual products are indicated in the best possible way. Product images features on the web site may deviate from original, especially as concerns colour. Such deviations shall not be recognized as product faults.
- 4.5. Any payments already made for products offered in the online shop, but not available, shall be reimbursed.
- 4.6. Products shall be sold in the quantities given only. Deliveries are only made to Buyers Supplier has every reason to believe are 18 years of age and have full legal capacity.
- 4.7. Supplier's online shop accepts binding orders in English, German and French.
- 4.8. Goods acquired may be returned in impeccable conditions and in the original packaging within 10 days of acquisition and Supplier shall reimburse full purchase price. Costs for returning such goods shall be at Buyer's charge. Each and any personalized products acquired are excluded from this right of return.

## 5. Prices and Payment

- 5.1. The prices given in the online shop at ordering time are applicable. Such prices are retail prices in Swiss francs (CHF) without any value-added tax. Value-added tax is due additionally.
- 5.2. Delivery costs, borne by Buyer, are mentioned in the invoice total amount. For orders by invoice, Supplier shall confirm final delivery costs with the order confirmation.
- 5.3. Payment of products selected is done by the payment methods mentioned in the ordering process (invoice, prepayment, PayPal and credit cards). With the proviso of adapting payment methods.

## 6. Delivery

- 6.1. Delivery is made to the address given by Buyer, unless otherwise agreed.
- 6.2. Delivery is by Swiss Post or, for greater quantities, with a carrier to be determined. Goods ordered need the following approximate delays up to leaving the factory:
  - Category Tool4you (products with imprint needing printing proofs): 4 to 6 weeks approx. after o.k. to printing proofs and/or prepayment
  - Category Made-for Products (no printing proofs): 3 to 5 working days approx.
  - Category Limited Edition: 1 to 2 working days approx.These indications are non-binding. Disruptions and force majeure, which may influence delivery time, must be taken into account as delays.
- 6.3. Delivery times by carrier / Swiss Post are beyond our responsibility.

## 7. Use and Risk / Right of Lien

- 7.1. Use and risk pass upon physical handing over of products to the carrier.
- 7.2. Goods delivered remain the property of PB Swiss Tools AG until integral payment of Supplier's claims.

## 8. Obligation to Give Notice of Defects

- 8.1. All PB Swiss Tools products are subject to careful quality control. Buyer has to check any deliveries upon receipt within a reasonable period of time and inform Supplier immediately in writing of any material defects.
- 8.2. Goods with obvious transport damages must be announced to carrier immediately.
- 8.3. If Buyer fails to check the delivery, such delivery shall be deemed to have been approved.

## 9. Warranty and Liability

- 9.1. Supplier grants a time-unlimited warranty for material or production defects, unless warranty duration is shortened by a country's national regulations. This means that faulty pieces, which have not become unusable by abuse or natural wear and tear, will be replaced free of charge by same products or products of same value. Each and any further warranty claims are expressly waived.  
Supplier is liable for damages to Buyer for products delivered for which Supplier must accept liability for wilful or gross negligent acts. Each and any further liability is waived. With the proviso of the regulations of the product liability law.
- 9.2. A screen image is never identical to the real object. Colours and brightness will always vary from one computer to the other, from one screen to the other and depends from the angle of vision.
- 9.3. When ordering one of our personalized Tool4You products, Buyer confirms to accept these clauses and accepts that colours of the imprint on one of Supplier's products may not be identical to the colours shown on the screen or on its print-out on paper.
- 9.4. Positioning desired by Buyer is transferred by eye to the product in the production process. It is, therefore, possible that slight differences may occur between the positioning made by Buyer on screen and the product finally imprinted. Slight differences may occur from one production lot to the other.
- 9.5. Supplier shall not check spelling of the printer's copy and shall waive each and any warranty in case of lacking image quality of the printer's copy. Buyer is solely responsible for this.
- 9.6. No warranty can be accepted for faultless and continuously available Internet data communication by existing available technology. Therefore, Supplier may never be held liable for the continuous and uninterrupted availability of its online shop or for any technical and electronic errors during ordering, which are beyond Supplier's control.
- 9.7. The links on the Supplier's web site to other web sites are exclusively made available for better information of Buyer and for navigation purposes. Each and any warranty or liability for contents and sources of such links is waived.

## 10. Intellectual Property Rights

- 10.1. The logo PB Swiss Tools® and the claim Work with the best® are registered and protected trade marks of PB Swiss Tools AG.
- 10.2. PB Swiss Tools AG is the owner of the texts, images, design, data and information. All copyrights or other intellectual property rights to the PB Swiss Tools web site may not be copied, altered, duplicated, transmitted, posted or transferred in any way in writing (electronically) without prior written consent.
- 10.3. PB Swiss Tools AG reserves each and any copyrights and intellectual property rights to samples, images, designs, calculations, data and other supports as well as commercial and technical details made available to Buyer.

## 11. Comments and Evaluations by Web Site Visitors

- 11.1. The user conditions are binding for the web site visitors' behaviour as concerns the possibilities (comments) offered by PB Swiss Tools AG. Concerning any contents sent to PB Swiss Tools AG, the senders herewith guarantee the following:
  - They are the sole originators and owners of the corresponding intellectual property rights.
  - They voluntarily renounce to all immaterial rights they may possibly have on the contents.
  - They are at least 18 years of age.
  - The use of contents they make available does not constitute an infringement of any legal bases, documents of third parties or the user conditions and does not induce any damages to natural or legal persons.
  - Contents are not insulting, slandering or hateful and do not convey any sexual, racist or religious prejudices and may not be considered as conveying such.
  - Contents are not containing any computer viruses, malware (damaging software) or any potentially dangerous computer programmes or data.
  - PB Swiss Tools AG shall herewith be granted the unlimited, irrevocable, free and transferrable right to any contents made available by web site visitors.
  - Contents transmitted for and to PB Swiss Tools AG may be used at Supplier's discretion. PB Swiss Tools AG reserves the right to correct or erase any contents which infringe, at Supplier's discretion, guidelines and any other clauses of these user conditions.
  - By inserting an e-mail address and further contents, visitors agree that their information may be used and that contact may be established for administrative purposes.

## 12. Use of E-mail communication, Confidentiality and Data Protection

- 12.1. PB Swiss Tools AG may analyze the user behaviour for improving electronic communication with respect to e-mails and links clicked. Information thus obtained may be attributed to user profiles and used for optimizing the design of information.
- 12.2. Supplier shall never sell, trade, rent or publish any person-related information (names, e-mail addresses, etc.)

### **13. Legal Domicile and Choice of Law**

- 13.1. The legal domicile shall be the headquarters of PB Swiss Tools AG. Supplier reserves the right to enforce Supplier's rights also at Buyer's domicile, the place of delivery or before any competent court. Special legal domicile clauses shall apply to consumer contracts.
- 13.2. Excluding all laws on international purchases of movable goods, Swiss law shall apply.

Last changed: March 2017