Conditions

General terms UMZUGS-SHOP

1. SCOPE
All deliveries and other business relationships are carried out exclusively on the basis of our General Terms and Conditions (hereinafter referred to as General Terms and Conditions). Further information can be found in the purchase information provided at the time of purchase. We do not recognize any deviating conditions unless we expressly agree to these deviating conditions in writing.

2. CONCLUSION OF THE CONTRACT
A binding order without the possibility of cancellation is considered completed as soon as the customer presses the order confirmation on the confirmation page. The content of the purchase contract is the sale of goods. You will immediately receive an automated email about receipt of your order, which does not lead to our acceptance of the conclusion of the contract. The acceptance of the offer and thus the conclusion of the contract takes place through confirmation in text form (e.g. email) in which you are informed of the following status: sent. The decisive factor for the shipping day is the receipt of payment (see points 5 and 11.1). The processing of the order and the transmission of all information required in connection with the conclusion of the contract is carried out by email, partly automated. The customer must ensure that the email address you provide is correct, that receipt of emails is technically ensured and is not prevented by spam filters.

3. PAYMENT TERMS OF UMZUGS-SHOP / SWISSBILLING by CembraPay AG
Advance payment: Orders in advance must be paid within 7 days of receipt of the payment information.
3.1. The following applies to business customers approved by the Umzugs-Shop for free invoicing:
The invoice must be paid within 30 days without any discount. Unauthorized deductions will be requested at additional cost.
3.2. The following applies to private customers approved by Swissbilling by CembraPay AG for invoice directly in the ordering process:
Payment on account within 30 days in collaboration with Swissbilling. Swissbilling by CembraPay AG is the service provider that allows you to pay for your order easily and securely by invoice. The invoice will be sent to you separately from the order from Swissbilling. You can decide whether you want to receive the invoice either by email or by post. The maximum order value via Swissbilling is up to CHF 700.00. The billing and delivery addresses must be identical. Before the transaction is approved, Swissbilling reserves the right to carry out a credit check with the company CRIF AG in Zurich (Tel.: 0848 333 222, www.crif.ch). In this case, the Umzugs-Shop is only responsible for shipping your order.
3.3. Purchases with debit and credit cards as well as with Postcard or e-finance: Invoicing/debiting takes place at the time of the order. The data when paying via debit, credit, postcard & e-finance is transmitted encrypted. You will receive an order confirmation/invoice by email.
3.4. Late payment: In the event of late payment, the first free payment reminder will be sent by email. The final reminder is sent in the form of a letter and will be charged with reminder and handling costs of CHF 25.00 per letter. If the customer is in default with payment in whole or in part, the Umzugs-Shop can cancel and/or discontinue all further orders at any time until the entire claim has been paid off. Moving Shop reserves the right to assign outstanding debts to an external debt collection company.

4. PRIVACY
We would like to point out that payment histories, in particular regarding undisputed claims that have not been paid after the due date, as well as, if applicable, debt collection information and address data will be transmitted to CRIF AG in Zurich for legitimate use as a credit reporting agency. CRIF will use the data to check your identity and creditworthiness and disclose it to authorized third parties. Payment experiences can be analyzed by CRIF based on mathematical-statistical calculation methods for automated decision-making, particularly for assessing a person's creditworthiness. Further information can be found at: www.mycrifdata.ch/#/dsg
The data protection regulations of the moving shop can be found at the following link: Data protection declaration

5. SHIPPING
5.1. Postal shipping: The goods are shipped via Swiss post. We only deliver to Switzerland/FL. Deliveries to the ground floor

entrance. Floor deliveries are additional postal services subject to a surcharge. Shipping always takes place to the delivery address you provided. Regardless of the shipping method, the shipping costs calculated by the shop system are always charged.
5.2. Pallet shipping: Different delivery conditions must be agreed separately. Truck deliveries are only unloaded onto the ramp, curb or a central, easily accessible location. The additional costs for additional unloading and expedited shipments requested by the purchaser shall be borne by the purchaser. Delivery on a pallet which becomes the property of the customer. Shipping always takes place to the delivery address you provided.
5.3 Delivery deadlines: Umzugs-Shop is concerned to ensure that the goods are made available in accordance with the deadlines stated on our website. Delivery times are not guaranteed. In circumstances involving force majeure, delivery may be delayed to the extent that the force majeure exists. Force majeure exists, for example, in the event of a lockout, fire and water damage, as well as any disruption to transport and operations through no fault of our own, as well as all other hindrances through no fault of our own that make delivery unreasonably difficult or impossible. If these circumstances last more than two months, both parties have the right to withdraw from the contract. After the order has been handed over to the shipping service provider post/haulage company, responsibility for delivery passes to them. Delivery times are not guaranteed.

6. COMPLAINTS / TRANSPORT DAMAGE
The items shipped go through an exit inspection and are shipped from our warehouse in perfect condition.
Further important information about reception can be found here.
6.1. Transport damage: Damaged shipments must be reported to the postal official immediately upon receipt. The customer is then entitled to refuse acceptance or to request a damage form directly from the postal official. The post office is responsible for damaged shipments and, as a result, missing items. When receiving damaged shipments, the customer undertakes to check immediately upon receipt whether the delivery is complete.
6.2. Production defects: If the delivered product has obvious production defects, please contact us immediately via info@umzugs-shop.ch or call us (+41 763363475) so that we can discuss further action with you. Please do not return any products without prior consultation with us. It is best to send us photos of the product in question by email or MMS for further clarification.
6.3. Missing items: The customer undertakes to check the shipment for completeness immediately upon receipt. Complaints about any missing items must be reported to the Umzugs-Shop in writing immediately, but no later than 3 working days. It is solely at the discretion of the Umzugs-Shop to send missing items or to arrange a corresponding refund. If the shipping costs exceed the material value, only a refund will be issued. Customers with a customer account will receive their personal track and trace number for their order after shipping. This allows the location and the complete shipping route of the order to be shown. If you have any further questions about the shipment, please contact our transport service provider, Swiss Post, directly with the track and trace number. If your track and trace number is missing, ask for it from the Umzugs-Shop.

7. COLLECTION INVITATION / REFUSION OF ACCEPTANCE / RETURN
If the shipment has been reported for collection by the post office, the buyer is obliged to contact the post office to do everything necessary to ensure that the order is not returned. The shipping costs for shipments that are returned to the moving shop due to incorrect behavior on the part of the customer must be borne in full by the customer. These include, among other things, incorrect address information, redirection orders for packages/letters, shipments that are not accepted or not picked up. As a general rule, all postal requirements that are necessary for successful delivery apply. The official Swiss Post tariffs apply for billing.

8. REDELIVERY / COLLECTION
It will be sent again in accordance with the current Swiss Post tariffs. Furthermore, the customer will be charged a processing and expense allowance of 10.00 per returned package for any further processing by the Umzugs-Shop. If the second delivery is not picked up or is returned to the moving shop due to an incomplete address, all open accrued costs will be due for payment immediately. The ordered goods will then be available for collection from the warehouse Umzugs-Shop within 14 days.

9. TERMINATION / CANCELLATION / RIGHT OF CANCELLATION / CREDIT
There is generally no right of return or cancellation for the items in our range. This also applies to products that were ordered in error by the customer based on incorrect assumptions. Any termination of the purchase contract is only possible with the written consent of the Umzugs-Shop and only in accordance with the following provisions (exception point 5.3).
9.1 For operational reasons, it is not possible to activate a cancellation after the order has been handed over to our shipping

warehouse. Cancellation is also not possible on the day the order is processed and handed over to the post office.
9.2 Cancellation before dispatch: The resulting credit is based on the resale price to be achieved at the time of receipt, less a cancellation and processing fee of 10% of the invoice amount.
9.3 Cancellation after a return shipment: If a buyer does not accept the sold goods (point 7), the Umzugs-Shop is entitled to either insist on acceptance or to proceed as follows in the event of a cancellation: All shipping costs (effective delivery and return costs) will be charged charged to the customer at the current Swiss Post rates. Furthermore, compensation for damages and expenses of at least 30% of the invoice amount will be charged. The compensation is reduced to the extent that the customer proves that no expenses or damage occurred.

10. RETENTION OF TITLE
The goods remain the property of the Umzugs-Shop until they have been paid for in full.

11. FINAL PROVISIONS GENERAL TERMS AND CONDITIONS
11.1 The items we offer are usually delivered directly from our warehouses. However, in the event of exceptional bottlenecks, delivery by us is subject to the proviso that we ourselves are delivered correctly and on time and are not responsible for the lack of availability of the goods. In the event of force majeure or other circumstances for which we are not responsible, delivery delays or cancellations of existing orders by the moving shop are possible at any time. Force majeure includes, among other things, operational disruptions, accidents, illnesses and other unforeseeable changes that make delivery unreasonably difficult or impossible. This currently also includes decisions/instructions from the federal government, canton and the post office as our suppliers regarding Covid. Compensation for damages due to late or non-delivery remains excluded. We will refund orders that are not available or individual items that have already been paid for. After the order has been handed over to the shipping service provider post/haulage company, responsibility for delivery passes to them.
11.2 These terms and conditions are an integral part of the purchase contract on our online shop for moving materials. Umzugs-Shop can change and adapt the terms and conditions at any time. The current terms and conditions can be found on our website at https://www.umzugs-shop.ch/cms/cmsagb.html.
The Swiss legal provisions apply. The place of performance and place of jurisdiction for both parties is the registered office of the company owner.
11.3 If any provision in these General Terms and Conditions is invalid, the remaining General Terms and Conditions remain unaffected and retain their legal provisions. The invalid provision will be replaced with a provision that comes closest to this meaning and purpose.

12. COPYRIGHT
The copyright of the present texts of these terms and conditions is the property of Umzugs-Shop. Any use, reproduction or copying, except for use in connection with the customer order, is prohibited. Umzugs-Shop reserves the right to take legal action in the event of infringement.

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