

## General Terms and Conditions (GTC)

### B. Special part B1

#### 1 Online shop (Goods)

- 1.1 The prices indicated by Diwisa in the online shop constitute a non-binding invitation to treat, and include the taxes, duties and value added tax prescribed by law (indicated separately), although in relation to Goods do not include shipping (indicated separately, depending upon the type of shipping chosen). For orders that cost more than CHF 90.00 (including value added tax, subject to any changes), Diwisa may dispense with charging shipping costs to the Customer.
- 1.2 By clicking on “order now” or any similar button in the online shop, the Customer shall be deemed to have submitted a legally binding offer to order Goods (see above part A, section 4.2 of the GTC).
- 1.3 The prices applicable shall be those valid on the date of the order, which shall be repeated in the contractual confirmation. Swiss value added tax shall be indicated separately (as the case may be, grouped according to rate of value added tax).
- 1.4 In the event of a return (see part A, section 5 of the GTC), the Customer must send the Goods back to Diwisa without undue delay in the original packaging, enclosing an order confirmation and providing details of his/her bank account. Following receipt and inspection of the Goods (to establish the content, condition and batch), Diwisa shall reimburse the purchase price to the Customer into the bank account indicated by the Customer upon cancellation. Diwisa expressly reserves the right to deduct any compensation for any potential damage or excessive wear and tear from the amount of the purchase price that is to be reimbursed. Cancellations (returns) shall otherwise be governed in accordance with part A, section 5 of the GTC above.
- 1.5 As a rule, orders placed in the online shop shall be processed immediately by Diwisa. Generally speaking, delivery times shall be between one and five working days (no shipment of packages on Saturdays), depending upon the form of shipping chosen. Some Products may have longer delivery times (e.g. Goods produced to Customer specifications). In addition, the delivery of Products shipped by post may take slightly longer in advance of public holidays (Christmas, 1 August, Easter, etc.) or special events (Valentine’s Day, Mother’s Day, etc.). It is therefore highly advisable or beneficial for the Customer to place any order with Diwisa in good time.
- 1.6 Customers have the opportunity to chose various payment options when ordering through the online shop (see below):
- 1.7 **Credit cards, other payment services and payment in advance**
  - 1.7.1 Orders in the online shop may only be paid for using the following credit or debit cards, online payment services or cashless payment systems: VISA, Mastercard, PostFinance Card, PayPal or Twint. Payment may also be made in advance (for bank information see above part A, section 7.2 of the GTC).
  - 1.7.2 The purchase price is due net without any deduction upon conclusion of the contract. In the event of payment by credit card or in advance, the order shall be processed and shipped (delivery) upon receipt of the amount due.
- 1.8 **Purchase on account or purchase by instalment**
  - 1.8.1 For orders placed in the online shop using the payment option ‘purchase on account’ or ‘purchase by instalment’, a (third party) company engaged by Diwisa, at

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present availabill ag, Hagenholzstrasse 85b, 8050 Zurich, Switzerland (“**Availabill**”), takes over Diwisa’s claim to payment against the Customer in accordance with an assignment of a pecuniary claim (transfer).

- 1.8.2** In placing an order in the Diwisa online shop, the Customer consents to the usage of the personal data associated with these means of payment that are available to the online shop being used by Availabill as the controller for the purposes set out in the Diwisa Privacy Policy (credit check, incorporation into creditworthiness databases). For further information along with the terms applicable to ‘purchase on account’ or ‘purchase by instalment’, please refer to the Diwisa Privacy Policy (available at: [diwisa.ch/en/data-protection](https://diwisa.ch/en/data-protection)) and the General Terms and Conditions of Availabill applicable to ‘purchase on account’ and ‘purchase by instalment’ (abbreviated to “**POA**”), available at: [availabill.ch/en/general-terms-and-conditions-gtc](https://availabill.ch/en/general-terms-and-conditions-gtc).
- 1.8.3** In the event that this means of payment is chosen it is agreed that the following charges shall apply:
- Charge for delivery of the invoice by email (B2C): CHF 0.00;
  - Charge for delivery of the invoice by post (B2C and B2B): CHF 2.90;
  - Annual interest in the event of part payment and non-payment: 10% per annum;
  - Reminder fees: CHF 20.00 for each reminder letter;
  - File assignment fee upon presentation for collection: CHF 10.00 per occurrence (order).
- 1.9** In the event that the sale involves the carriage of goods, risk shall pass to the Customer as soon as the shipment has been released (handover of the item to the Carrier). If the Customer establishes any damage caused to the Goods during transportation, the Customer must submit a damage report to the Carrier (freight forwarder, shipper, dispatch service, etc.) without undue delay. Any other recognisable damage caused during transportation must be claimed against Diwisa by telephone or in writing at the latest within three working days of receipt of the Goods along with substantiation (i.e. full description of the damage).
- 1.10** Any objections relating to defects sent by email in relation to Products must be submitted to the online shop at the following address: [info@drinkdirect.ch](mailto:info@drinkdirect.ch).
- 1.11** Diwisa does not accept any liability in relation to the online shop for the uninterrupted availability of the internet connection or for the absence of technical errors.