

GENERAL TERMS AND CONDITIONS OF SALES

1. Subject & Applicability

1. These terms and conditions of sales govern the relationship between the online shop of the Barena Association (hereafter known as online shop) and its customers.
2. These conditions apply to all sales and deliveries made by the online shop to its customers, except in those cases where other arrangements have been entered into in writing.

2. Contractual Agreement

1. A contractual agreement shall arise when the online shop accepts an electronic order by issuing a respective order confirmation and sending it to the customer via e-mail. The conclusion of a contractual agreement by means of electronic communication is deemed equivalent to a written agreement.
2. The confirmation issued by the online shop includes a description of the essential contents of the order. The customer is obliged to examine this confirmation to establish any errors in the order description or in the calculation of costs, as well as any discrepancies between the order and the confirmation. Any discrepancies should be reported immediately to the online shop.

3. Charges (shipping costs, customs charges)

1. Deliveries are made ex works at the customer's expense. Dispatching costs depend on the shipping destination and the weight of the consignment. Costs are calculated separately for each order and are displayed in the shopping cart.
2. Deliveries are shipped from Switzerland, Italy or USA depending on the shipping destination. In the case of deliveries to countries outside Switzerland, Italy or USA, import duties such as import taxation and customs duties may have to be paid. Any such costs must be borne by the customer. Such costs vary depending on the customs zone. All goods are declared by the online shop for the attention of the responsible customs authorities. The customer is responsible for the proper payment of any duties and charges levied on the consignment. Import duties are not deemed to be dispatching costs.

4. Returns

Sales are final. No returns are accepted.

5. Payment

1. The purchasing price plus any additional costs charged in accordance with provision 3 are due for payment immediately upon placing the order. The contractual and invoicing currency is the Euro (EUR).
2. The contractual partner for payment arrangements is either PayPal (the purchasing price can be settled either via MasterCard or VISA) or Wire Transfer.

6. Expiry of order

Orders shall expire if the online shop receives no payment after the order has been placed. The online shop cannot guarantee the availability of goods if a new order is placed or in the case of late payment.

7. Delivery times

1. Unless otherwise agreed, deliveries are made ex works to the delivery address provided by the customer.
2. Delivery times from the date of confirmation are as follows:
 - - within Switzerland: as a rule seven (7) working days
 - - within the European Union and to the USA/Japan/overseas: as a rule ten (10) working days
3. The online shop is entitled to make partial deliveries. No such delivery will incur additional costs for the customer.

8. Data protection

1. All customer details are kept strictly confidential.
2. The online shop does not pass on any customer details to third parties. The required information (card number and expiry date) is transmitted directly to PayPal. Furthermore, the terms of use of the respective credit card or debit card company apply.

9. Exchange of Goods, Complaints

The online shop declines any liability for any damage resulting from the improper use or careless handling of the goods by the purchaser.

10. Liability

Delivered goods shall remain the property of the online shop until all demands and claims arising in connection with the order have been met.

11. Rights

Under applicable copyright law, online shop transfers no rights of use to the customer when shipping the ordered goods. Where copyright exists, any ordered posters may be used solely for private purposes; any use for the benefit of third parties or any use for commercial purposes requires the explicit permission of the copyright holder.

12. Reservation of Title

Delivered goods shall remain the property of the online shop until all demands and claims arising in connection with the order have been met.

13. Non-fulfillment of the Contract

If the online shop is prevented from fulfilling its side of the contract, it will immediately inform the customer and refund any payments received without delay.

14. Applicable Law and Court of Jurisdiction

These terms and conditions are governed by Swiss Law. The place of fulfillment is Switzerland. The court of jurisdiction is Basel. These terms and conditions are subject to the specific legal provisions of the Swiss Code of Civil Procedure.