

1. Scope of application

For the use of this website as well as the business relations between SPHERIX AG (www.gruezi-switzerland.shop) / address follows) and its customers, the following General Terms and Conditions (GTC) apply in the version that is currently available and valid when the website is called up or when goods are ordered. The offer on this web page addresses itself exclusively to customers with Swiss domicile and Lichtenstein.

Every natural and legal person who maintains business relations with SPHERIX AG is designated as a customer. The general terms and conditions, the terms of delivery and payment as well as the data protection regulations may be amended from time to time. SPHERIX AG asks you to read these terms carefully each time you visit the website or order goods.

These terms and conditions apply exclusively. Conditions that are contrary to, supplementary to or deviate from these GTC require the express written confirmation of SPHERIX AG in order to be valid. By using this website or ordering goods, the customer confirms that he fully accepts these GTC including the terms of delivery and payment.

Should individual provisions of these GTC prove to be invalid or unenforceable or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

2. Information on this website

SPHERIX AG contains information about products and services. Price and product range changes as well as technical changes remain reserved. All information on www.gruezi-switzerland.shop (product descriptions, illustrations, films, dimensions, weights, technical specifications, accessory relationships and other information) are only to be understood as approximate values and in particular do not represent any assurance of properties or guarantees, unless explicitly stated otherwise. SPHERIX AG makes every effort to ensure that all details and information on this website are correct, complete, up-to-date and clearly arranged, but SPHERIX AG can neither expressly nor implicitly guarantee this.

All offers on this website are subject to change and are not to be understood as a binding offer.

SPHERIX AG cannot guarantee that the listed products are available at the time of the order. Therefore, all information on availability and delivery times are without guarantee and are subject to change at any time and without notice.

3. Prices

Unless otherwise stated, the prices quoted by SPHERIX AG include the statutory value added tax, any advance recycling fees (VRG) and copyright levies. Prices are quoted net in Swiss francs (CHF).

Shipping costs, if any, will be charged additionally and are to be paid by the customer. Shipping costs are shown separately in the order process.

SPHERIX AG reserves the right to make technical changes, errors and misprints. In particular, SPHERIX AG may make price changes at any time and without prior notice. Consulting and support services are not included in the sales prices.

4. Conclusion of contract

The offers on this website represent a non-binding invitation to the customer to order products and/or services from SPHERIX AG. By placing an order via this website including the acceptance of these GTC, the customer submits a legally binding offer to conclude a contract. SPHERIX AG then sends an automatic "order confirmation" by email, which confirms that the customer's offer has been received by SPHERIX AG. Orders placed are binding for the customer. Unless otherwise stated, there is no right of return or withdrawal. The contract is concluded as soon as SPHERIX AG sends a declaration of acceptance by email, in which the shipment of the ordered products or services is confirmed.

Orders will only be shipped after full payment has been received (exception: delivery against invoice) and if the goods are available. If it turns out after conclusion of the contract that the ordered goods cannot be delivered or cannot be delivered completely, SPHERIX AG is entitled to withdraw from the entire contract or from a part of the contract. If the customer's payment has already been received by SPHERIX AG, the payment will be refunded to the customer. If no payment has been made yet, the customer will be released from the obligation to pay. SPHERIX AG is not obligated to make a replacement delivery in the event of a contract cancellation.

5. Payment options and retention of title

The customer has the payment options indicated in the order process at his disposal.

SPHERIX AG reserves the right to exclude customers from individual payment options without giving reasons or to insist on advance payment. After the expiry of the aforementioned payment period, the entire invoiced claim shall become due and default shall occur automatically without a reminder. In case of a delay in payment, SPHERIX AG can assign a collection agency in Switzerland or abroad or assign the claim.

If the customer is in arrears, SPHERIX AG can charge interest on arrears of 14.9% per year as well as a reminder fee of maximum CHF 20 per reminder.

If a third party is commissioned with the collection in case of payment arrears, further fees and additional costs according to the table of the (VSI) Verband Schweizerischer Inkassotreuhandinstitute (<http://www.vsi1941.ch>) may be incurred, with which you expressly agree.

The products delivered to the customer remain the property of SPHERIX AG until full payment has been made.

6. Delivery, obligation to inspect, notification of defects and return.

Deliveries are sent by mail or courier service to the address specified by the customer in the order. The invoice will be sent by email or by post. With the shipment, benefit and risk are transferred to the customer, as far as this is legally permissible.

If the delivery cannot be delivered or if the customer refuses to accept the delivery, SPHERIX AG can dissolve the contract after a notice of complaint by email to the customer and setting a reasonable deadline as well as charging the costs for the inconvenience.

The customer is obliged to check the delivered goods immediately after receipt of the delivery and to report any defects for which SPHERIX AG is liable immediately in writing by letter or email to the address in the imprint.

Returns to SPHERIX AG are at the expense and risk of the customer. The customer has to send the goods in their original packaging, complete with all accessories and together with the delivery bill and a detailed description of the defects to the return address given by SPHERIX AG in the imprint.

If the inspection by SPHERIX AG shows that the goods have no detectable defects or that they are not covered by the manufacturer's warranty, SPHERIX AG may charge the customer for the efforts, the return shipment or the possible disposal.

7. Right of withdrawal

The customer is granted a right of revocation for 14 calendar days after receipt of the goods. The period shall be deemed to have been observed if the customer sends the written revocation by email (visions@spherix.ch) or letter (address follows) to SPHERIX AG within the period. The revocation does not require any justification.

The exercise of the right of revocation leads to a reversal of the contract. The customer must return the goods within 14 calendar days in their original packaging, complete with all accessories and together with the delivery bill to the return address specified by SPHERIX AG in the (address follows). Returns to SPHERIX AG are at the expense and risk of the customer. Any payment already made will be refunded to the customer within 20 calendar days, provided SPHERIX AG has already received the goods back or the customer can provide proof of shipment.

SPHERIX AG reserves the right to claim reasonable compensation for damage, excessive wear and tear or loss of value due to improper handling and to deduct the reduction in value from the purchase price already paid or to invoice the customer.

No right of withdrawal is granted in the following cases:

(i) If the contract has a random element, namely because the price is subject to fluctuations over which the supplier has no control.

(ii) If the subject of the contract is a movable item which, due to its nature, is not suitable for return or may spoil quickly;

(iii) If the subject of the contract is a movable item that is manufactured according to the specifications of the consumer or clearly tailored to personal needs;

(iv) If the subject matter of the contract is digital content and such content is not provided on a fixed data carrier or if the contract is to be performed in full immediately by both contracting parties;

(v) If the subject matter of the contract is a service and the contract is to be performed in full by the supplier with the prior express consent of the consumer before the withdrawal period has expired.

(vi) In the areas of lodging, transportation, food and beverage delivery, and recreation, if the provider undertakes at the time the contract is entered into to provide the services at a specified time or within a specified period of time.

8. No sale to minors

Alcoholic beverages may not be sold to minors under 16 years of age in Switzerland in accordance with legal regulations, and spirits may not be sold to minors under 18 years of age. By placing an order on www.gruezi-switzerland.shop, the customer acknowledges these provisions and confirms that he is authorized to make the purchase. SPHERIX AG declines any liability in case of violation.

9. Warranty

SPHERIX AG endeavors to deliver goods in perfect quality. In case of defects notified in time, SPHERIX AG warrants the goods purchased by the customer to be free of defects and functional during the statutory warranty period of generally two years from the date of delivery. It is at the discretion of SPHERIX AG to provide the warranty by free repair, equivalent replacement or by refunding the purchase price. Further claims are excluded.

Normal wear and tear as well as the consequences of improper handling or damage by the customer or third parties as well as defects caused by external circumstances are not covered by the warranty. The warranty for consumables and wear parts is also excluded.

SPHERIX AG is not able to give assurances or guarantees for the topicality, completeness and correctness of the data as well as for the constant or undisturbed availability of the website, its functionalities, integrated hyperlinks and further contents. In particular, it is neither assured nor guaranteed that the use of the website will not violate the rights of third parties not owned by SPHERIX AG.

10. Liability

SPHERIX AG excludes any liability, regardless of its legal basis, as well as claims for damages against SPHERIX AG and any auxiliary persons and vicarious agents. In particular, SPHERIX AG is not liable for indirect damages and consequential damages, loss of profit or other personal injury, property damage and pure financial loss of the customer. Further mandatory legal liability, for example for gross negligence or unlawful intent, remains reserved.

SPHERIX AG uses hyperlinks only for the simplified access of the customer to other web offers. SPHERIX AG can neither know the content of these web offers in detail, nor assume liability or other responsibility for the content of these websites.

11. data protection

SPHERIX AG may process and use the data recorded in the course of the conclusion of the contract for the fulfillment of the obligations arising from the purchase contract as well as for marketing purposes. The data necessary for the performance of the service may also be passed on to commissioned service partners (logistics partners) or other third parties.

The further data protection regulations are available under the following link: <http://www.gruezi-switzerland.shop/datenschutz/>.

12. Further provisions

SPHERIX AG expressly reserves the right to change these GTC at any time and to put them into effect without notice.

In the event of disputes, Swiss substantive law shall apply exclusively, to the exclusion of conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention) is explicitly excluded.

The place of jurisdiction shall be St.Gallen, unless the law provides for a mandatory place of jurisdiction.

13. Copyright notice

All rights, namely copyrights, to these GTC are held by SPHERIX AG.

Any duplication, distribution or other use is prohibited and only permitted with the explicit and written consent of SPHERIX AG. SPHERIX AG reserves the right to take all legal steps in the event of a violation of this provision.

If you have any questions regarding these terms and conditions, please contact us. (See imprint)