General Terms and Conditions of the Porzellanfabrik Langenthal AG

Direct sales

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1. General - Scope

All activities of Porzellanfabrik Langenthal AG (hereinafter referred to as "PL") and its customers are subject to these General Terms and Conditions, which apply to all offers, orders and deliveries in Switzerland and the Principality of Liechtenstein, to the exclusion of any general terms and conditions of the customer.

PL provides all deliveries and services based on these General Terms and Conditions. Any terms and conditions that deviate from or supplement these General Terms and Conditions will not be recognized unless confirmed by us in writing. All agreements or legally relevant declarations between the contracting parties must be in writing to be valid. By placing your order, you explicitly acknowledge these General Terms and Conditions.

PL expressly reserves the right to amend these General Terms and Conditions at any time and to apply them to all contracts concluded after the amendment. We therefore ask you to review our terms and conditions regularly.

2. Industrial property rights / Documents provided

All elements of the websites www.porcelain.ch and www.suisse-langenthal.ch, including visual and audio elements, the technologies used, and all written materials, are protected by copyright, trademark, design, and patent law. They are the exclusive property of "PL".

We reserve all rights to the documents we have provided to you. You may not, without our prior written authorization, make the documents available to third parties in whole or in part, or use them for any purpose other than that for which they were provided to you.

3. Order

a) Conclusion of contract

Our offers are non-binding. A contract with "PL" only comes into effect upon our written order confirmation. Orders are generally placed in writing (including email or fax). If we are unable to fulfill an order, we will inform you accordingly.

b) Prices

All prices are net in Swiss francs, including VAT but excluding packaging, insurance, customs duties, taxes, etc. Prices are subject to change without notice.

4. Complaints / Warranty / Liability

Defects that are apparent upon delivery of the items must be reported to us in writing within ten days; otherwise, the goods are considered accepted. For a period of twelve months, you must notify PL's customer service department in writing of any defect that only becomes apparent later, but during normal use and operation, immediately upon discovery. In the case of justified complaints, we will provide a remedy at our discretion by means of a price reduction, replacement, or repair. If the replacement or repair fails, you may, at your option, demand a price reduction or withdraw from the contract.

The warranty is limited to damages demonstrably caused by defective materials, faulty design, poor workmanship, or other reasons for which PL is responsible. The warranty is void if you or a third party makes modifications or repairs, if you fail to take all appropriate measures to mitigate damages immediately and give PL the opportunity to remedy the defect, or if you fail to comply with the payment terms. No further claims may be made on your part. In particular, "PL" provides no guarantee regarding the long-term preservation of molds and decorations, etc. Claims for damages against "PL" and its agents are expressly excluded, except in cases of gross negligence or intent, where liability is mandatory. Furthermore, "PL" is not liable for indirect damages incurred by you or third parties as a result of using a defective product or a service.

5. Delivery and Payment Terms

a) Delivery: CHF 20

If a recipient cannot be supplied by truck or post, the above delivery conditions apply up to the respective valley station/landing stage.

b) Payment

Delivery to private households is made after prepayment.

c) Retention of title

The goods remain the property of "PL" until the invoice amount has been paid in full. You hereby expressly authorize us to register a retention of title in the relevant retention of title register.

d) Delivery times

Delivery terms will be adhered to to the best of our ability, but are not binding. Delivery delays do not entitle you to withdraw from the contract, nor to claim damages or any other claims.

6. Right of withdrawal

All undecorated goods can be returned or exchanged within ten days of receipt, without giving a reason, provided they are in their original packaging. You are responsible for the return shipping. A free replacement will be provided in the case of

demonstrably defective delivery. Further claims for compensation are expressly rejected. Timely dispatch of the goods is sufficient to meet the deadline. For goods that cannot be returned by postal parcel, timely dispatch of your return request by letter, email, or fax within ten days of receipt of the goods is sufficient. If you purchased the goods from a selected retailer, please return the goods to that retailer. Please include our order number when returning the goods. Also, please indicate whether you would like a replacement or a credit note. Our customer service team is available to answer any questions. Unfortunately, the original shipping costs cannot be refunded. We reserve the right to claim compensation for any diminished value of the goods. Refunds will only be issued once the returned items have been received by us.
In the event of order cancellation, we reserve the right to claim damages for packaging and goods that were damaged outside of the return shipment.

7. Applicable Law and Jurisdiction
In the event of disputes, Swiss law (excluding the Vienna Sales Convention) shall apply exclusively. The sole place of jurisdiction is, in all cases, Langenthal, CH-4900.
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