



General Terms & Conditions of Sale

Please note: in the event of a possible discrepancy between the French version of the general conditions of sale and another linguistic version, the original French text applies.

1. Application domain

The general conditions of sale (hereinafter referred to as "GTC") apply to all legal acts concluded on the online store shop.lahoco.ch (hereinafter individually referred to as "online store"). The online store is managed by KYMO SA (hereinafter referred to as "KYMO"). These General Conditions of Sale (GTC) cover all the contracts concluded between the buyer (hereinafter referred to as "The Client") and KYMO, as manager of the Lahoco online shop. By placing an order in our online store, the buyer acknowledges accepting the version of our GTC in force at the time of placing his order. All agreements made orally or by telephone must be confirmed in writing to be firm. The written requirement is also met when a statement is present in an email.

The manager of the online store, with whom the customer concludes an order contract, is:

KYMO SA
Route de la Molière 30
1470 Estavayer
Suisse
CHE-106.144.371

Our offer in the online store is aimed at non-commercial and commercial customers residing in Switzerland and / or with a delivery address in Switzerland.

2. Conclusion of the contract

- A. The presentation of the products in the online store does not constitute a binding sale offer. It is the customer's responsibility to place an order by clicking on the "buy" button after having completed all the required fields. The customer remains bound to this order for 1 week, which means that the contract will be definitively concluded if KYMO accepts your order during this period, in accordance with point 2.B.



- B. KYMO then acknowledges receipt of your order by automatically sending an email, but this does not constitute acceptance of the order (order confirmation). Acceptance of the order by KYMO will take place by separate email, which will be sent to the customer as soon as the ordered products leave the KYMO warehouse (shipping confirmation) or, at the latest, upon delivery. This also applies if the customer has already paid the amount of the order, or if the latter has been authorized to pay it, before the acceptance of the order according to the method of payment he has chosen. In this case, if KYMO is exceptionally unable to accept the order due to the unavailability of the products ordered or if the contract does not materialize for other reasons, KYMO will reimburse the customer for the sums already paid.
- C. If the customer's order contains several items, the contract will only be definitively concluded with regard to the products listed in the shipping confirmation.
- D. The above stipulations have in any case no impact on your right of return (see point 6).

3. Prices and additional costs

- A. The prices displayed in the online store include VAT and all other price components. All prices are indicated in Swiss francs (CHF) plus the additional costs specified below.
- B. KYMO SA delivers exclusively to addresses located in Switzerland. For any order less than CHF 200, the delivery costs are calculated and invoiced on the online store. For any order of 200 CHF or more, delivery costs are free, regardless of the number of packages.
- C. In case of withdrawal, the rights of return in point 6 apply.

4. Payment and retention of title

- A. The customer can pay for the order either by advance transfer (prepayment), credit card (VISA or Mastercard) or Twint.
- B. In the event of late payment, the legal provisions stipulate that KYMO SA is entitled to demand default interest (currently 5% per year) or a lump sum of CHF 5 in damages. We are also authorized, according to the legal provisions, to charge you a lump sum of CHF 35 in the event of chargeback, when the amount owed by you cannot be definitively debited due to insufficient funds on your credit card or account and must, therefore, be chargeback. These lump sums of damages are only valid if we cannot justify higher damages or if you cannot justify lower damages. This does not affect other legal provisions.



- C. The rights of set-off or chargeback are yours only if your claim is legally established or uncontested. It does not affect your reciprocity for faulty delivery. In addition, you have a right of retention only if and to the extent that your counterclaim is based on the same contract.
- D. In all cases, we remain the owners of the goods delivered until full payment of the invoice amount of an order (final purchase orders without reservation of the total purchase price, any additional costs included). If you are an entrepreneur in the exercise of your commercial or independent professional activity, or a legal person or a patrimony of public law, we remain the owners of the purchased object until the settlement of all the still unpaid debts resulting from the contract with the buyer. The corresponding guarantees are transferable to a third party.

5. Shipping and transfer of risk

- A. The shipment of the goods takes place via our central warehouse / logistics center located in Estavayer-le-Lac (Switzerland), which is also the place of performance. The delivery area and the delivery costs are governed by point 3.B..
- B. In accordance with legal provisions, the risk of accidental deterioration or loss of the goods, in particular during transport, is transferred to you. Also applies in relation to the existing provision concerning the place of performance: We are not liable for the fact of the transport company that we have appointed, i.e. we are released from the obligation of financial compensation if the goods are lost or destroyed during transport. In this case, you are no longer obligated to pay for the goods. If you have already paid for the order, we will refund you the amount of the lost or destroyed merchandise as soon as possible. Your right to a return in the event of a defect is not affected if you receive the damaged merchandise.
- C. The delivery time as stated in our dispatch confirmation and in the online store in accordance with article 2.B begins from the date of our order confirmation and, in the case of prepayment, not before the amount of the invoice is credited to our account. Our delivery time is approximately 5-10 working days if we have not indicated any particular delivery time and / or if no different delivery time has been agreed with you.



6. Right of return

- A. The customer benefits from a right of return WITHOUT RESERVE for his orders without having to give a reason if all the conditions below are met :
- Non-defective item
 - Product packed in its original packaging and undamaged
 - The receipt of the product does not exceed 14 days.
- B. The customer benefits from a LIMITED right of return for his orders if the above conditions are met :
- Product in original open or damaged packaging
 - Unused product and shows no signs of wear
 - All supplied accessories available
 - Receipt of the product does not exceed 14 days
- C. The reimbursement is made up to the purchase price after deduction of an amount defined by our customer service. The amount of the deduction is generally 20%, but at least CHF 10.-.
- D. The customer has no right of return if ONE of the conditions below is met :
- Products without original packaging
 - Supplied accessories are missing
 - Open consumables (ink, filter etc.)
 - Open sealed products
 - Expired return period (more than 14 days after the date of receipt)
- E. In all cases, the return costs are the responsibility of the customer.

7. Place of jurisdiction and applicable law

All legal relations between KYMO SA and the customer are subject to Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Except in the case of different legal provisions, the place of jurisdiction is Estavayer-le-Lac in Switzerland.