# **General Terms and Conditions of Business**

## Scope of application

Our offer of goods in the webshop is directed exclusively to consumers with habitual residence and a delivery address in Switzerland. Operator of the webshop at www.pernet-comestibles.ch and your contractual partner is:

Pernet Gstaad AG Promenade 75 3780 Gstaad

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts that are concluded between you as a customer and us as the operator of the webshop (incl. the direct order form) are concluded. In the course of the ordering process you accept the terms and conditions in the version valid at the time of placing the order. version. All verbal and telephone agreements must be confirmed in writing to be binding. be binding, must be confirmed in writing. The requirement of writing is also fulfilled if a declaration is contained in an e-mail. Conclusion of contract The offer to conclude a purchase contract is made by the customer by clicking the "Buy" button after completely filling out the order page. To the order the customer remains bound to the order for one week. The contract is bindingly concluded if we accept the order within this period.

After sending the order, the customer will receive an automated e-mail with which we confirm confirm receipt of the order by us (order confirmation). The order confirmation only serves to inform the customer that we have received the order. A contract is only validly concluded when we declare acceptance of the contract. The contract acceptance we declare with the completion of the payment of the order via Paypal or credit card. The contract is concluded only for those items that are expressly listed in our invoice, order confirmation or shipping confirmation listed. This also conclusively determines the scope of services. The contract is concluded in German. The data stored by us serve as proof of the conclusion of the contract and the transaction.

We are happy to accept orders by phone, mail or via our webshop for next day delivery at the earliest. Valid as long as stock lasts. Outside the office hours you can also order via webshop. From an order quantity of CHF 500.- the delivery is free of charge.

## Deliveries

Deliveries are made by our employees and our own refrigerated vehicles in the Saanenland region, by mail or external transport from Monday to Saturday.

## Complaints

Please check the goods upon delivery. We accept complaints up to 24 hours after receipt of the delivery.

## Prices

The prices on the Internet are, unless otherwise noted, always in in Swiss francs and include value added tax. The price quotations are always for the original container listed. In case of orders of partial quantities we may charge a surcharge, depending on the product and packaging. The goods are always traded at daily prices and can be adjusted at any time to the market situation.

## Payments

Our orders are payable according to the signage, strictly net, without deduction in cash, by Paypal or credit card. We reserve the right to request an advance payment or a guarantee before a guarantee before making a delivery. We may cancel an order or suspend the order if there are any uncertainties regarding a customer, his order or the place of delivery. We do not assume any liability.

## **Limited liability**

The photos and texts describing our products on our homepage or in the webshop are samples and are for information purposes only. We assume no liability in case of errors or omissions.

## **Force Majeure**

We do everything possible to fulfill our obligations. In case of force majeure, strike or bad catch, we reserve the right to cancel orders in whole or in part. Pernet Gstaad AG is not liable for delays in delivery caused by manufacturing companies or third parties.

## Sale of alcoholic beverages

In our online store we generally do not sell alcohol to young people under the age of 18. By sending his order, the buyer confirms that he is at least 18 years old, so that this regulation and the legal requirements can be met. Upon delivery or collection of the goods, our staff is authorized to see an official ID to check the minimum age of 18 years.

## Contact

Phone: +33 33 748 70 66 E-mail: comestibles@pernet.com Webshop: www.pernet-comestibles.ch

## Jurisdiction

These general terms and conditions are subject to Swiss law. The place of jurisdiction in all cases is Thun/BE.

Status of these general terms and conditions: 01.12.2018