

1 Applicability of these GTC

Nexi Schweiz AG performs all deliveries and services in connection with the material store on the basis of the following General Terms and Conditions (GTC). The valid version of the GTC when the order is placed is authoritative.

2 Offer and conclusion of contract

2.1 The depiction of the products in the online store (the material store) does not represent a legally binding offer, but rather an invitation to submit an offer.

2.2 By clicking on the button [Buy now], the customer submits a binding order for the products listed on the order page.

2.3 As soon as it receives the order, Nexi Schweiz AG shall confirm its receipt of the order by email. The purchase contract shall only come into existence when Nexi Schweiz AG dispatches the goods.

3 Delivery and deadlines

3.1 The prices in the Nexi

3.3 Unless indicated otherwise in the Nexi store in individual cases, the buyer must pay the shipping costs that shall be charged in addition to the cost of the goods. The buyer is obliged to accept the goods.

3.4 As a rule, the purchased goods shall be delivered within four working days at the latest (depending on the order in question). If the supplier of Nexi Schweiz AG does not have the goods in stock, the delivery may be delayed. The buyer will be notified immediately in this case and shall be entitled to withdraw from the contract within ten days by sending a written declaration to Nexi Schweiz AG; any payments the buyer has already made shall be refunded. If the customer does not withdraw from the contract, the goods shall be shipped as soon as they become available.

4 Performance of the contract

Unless a particular place of fulfilment has been agreed by the parties or results from the nature of the transaction, the registered office of Nexi Schweiz AG shall be the place of fulfilment. Unless expressly agreed otherwise, the opportunity to profit and exposure to risk shall transfer to the buyer when the goods are sent to the buyer.

5 Terms of payment

Deliveries shall be carried out following the confirmation of payment by credit card (Visa or

MasterCard). The buyer can also order the goods on account.

6 Warranty

6.1 Nexi Schweiz AG provides a warranty in the form of repairing defects. At the discretion of Nexi Schweiz AG, this can be by means of supplementary performance, i.e. by remedying a defect (subsequent improvement), or delivering a non-defective good (replacement). Defects shall be remedied within 12 months of the delivery of the defective goods. The cause of the defect must be due to defective construction or workmanship. Once discovered, the defect must be reported to Nexi Schweiz AG in writing within five days. If this deadline is not met, the latent defect shall be deemed accepted.

6.2 In the event of a complaint, Nexi Schweiz AG requests that the goods be sent to Nexi Schweiz AG in their original packaging without undue delay, along with details of the complaint. Replaced parts shall become the property of Nexi Schweiz AG and must be returned on request. Nexi Schweiz AG provides no warranty for defects resulting from inappropriate or improper use, incorrect assembly by the buyer or a third party acting on the buyer's behalf, or negligent treatment.

6.3 If the supplementary performance should fail, the buyer is entitled to withdraw from the contract. This does not apply to negligible defects. The customer is not entitled to a price reduction.

7 Right to cancel

When making a purchase without a discount, you are entitled to return or replace the product within 14 days of its receipt in accordance with the provisions of this section if you do not like your order or it does not suit you. This right does not apply to purchases with discounts. The date of delivery or the first attempted delivery is considered the date on which you received the product.

Please contact us before returning a product (integration.swiss@nexigroup.com) and tell us why you are returning it. The buyer must cover the costs of returning the product. If you would like to exchange the product, please indicate which new product you would like. The product must be returned to the following address in its original packaging and with the delivery order.

Nexi Schweiz AG
Richtistrasse 17
8304 Wallisellen, Switzerland

We inspect every item that is returned to us. Purchased products may not show any signs of use. A return shall not be accepted if:

- Signs of use are evident;
- The product has been damaged during transit.

8 Duty to provide information

The parties shall notify one another in good time of obstructions that could jeopardise the due performance of the contract or lead to inexpedient solutions.

9 Security and data protection

Nexi Schweiz AG collects data in order to execute the purchase contract concluded in the material store. Additionally, this data can be used to verify the address and creditworthiness of the buyer. The data can also be shared with third-party service providers for the purpose of executing the purchase contract. The buyer authorises Nexi Schweiz AG to process the data it collects for marketing purposes and, in particular, send the buyer information on the products and services of Nexi Schweiz AG as well as other companies belonging to Nexi Schweiz AG. The buyer can object to this use of data for marketing purposes at any time by filing an objection with Nexi Schweiz AG.

The data of the buyer and of Nexi Schweiz AG that are necessary for the online purchase transaction shall be encrypted with proven SSL technology. The buyer acknowledges that Nexi Schweiz AG can engage third parties (payment service providers) based in Switzerland and abroad to process the online payment that is necessary in order to process credit card transactions, and that transaction data can be transferred within Switzerland and abroad and stored there. The buyer also acknowledges that, in some cases, data transferred abroad might not receive any or equivalent protection to Swiss law. Additionally, every transaction is authorised and verified by the relevant credit card company online. The buyer acknowledges that Nexi Schweiz AG can engage third parties (payment service providers) based in Switzerland and abroad to process the online payment and that transaction data can be transferred within Switzerland and abroad and stored there.

The buyer also acknowledges that, in some cases, data transferred abroad might not receive any or equivalent protection to Swiss law. Additionally, every transaction is authorised and verified by the relevant credit card company online.

10 Applicable law and place of jurisdiction

This agreement is governed by Swiss law. The place of fulfilment and exclusive jurisdiction for all proceedings is Vaud. However, Nexi Schweiz AG is also entitled to file a lawsuit against the contractual partner at the court with jurisdiction over the contractual partner's place of residence or registered office, or at any other competent court. The parties shall endeavour to settle any disputes that might arise from the performance of this contract amicably.

11 Miscellaneous

By placing an order and purchasing goods, the buyer accepts these GTC. Amendments or supplements to the GTC shall be carried out by Nexi Schweiz AG exclusively. They must be carried out in writing. The statutory provisions concerning purchase contracts apply in addition to these provisions. If any part of these GTC should be null and void or become legally ineffective, the rest of these GTC shall remain unaffected. In such a case, the contractual partners shall amend, interpret and apply the contract in such a way that the purpose of the null and void or legally ineffective provision is achieved in so far as legally admissible.

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