

General Terms and Conditions (GTC) of Stechwerk GmbH

Scope of application

The following General Terms and Conditions (GTC) apply to all orders and purchases via our website or in a Stechwerk branch. The offer on this website is aimed exclusively at consumers domiciled in Switzerland or other countries (hereinafter "Customer").

A consumer is a natural person who maintains a business relationship with Stechwerk GmbH that cannot be attributed to their commercial or independent professional activity. Orders and purchases on site in quantities not customary for households may be refused without justification.

Stechwerk GmbH reserves the right to amend these GTC at any time. The version of these GTC in force at the time of purchase shall apply, which cannot be changed unilaterally for the purchase. Any terms and conditions of the customer that conflict with or deviate from these GTC shall not be recognized.

The operator of this website is Stechwerk GmbH

<http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf>

Information on this website

Stechwerk GmbH contains information about products and services. Prices, product ranges and technical specifications are subject to change without notice. All information on this website and in the store (product descriptions, images, illustrations, films, dimensions, weights, technical specifications, accessory relationships and other information) are for illustrative purposes and are to be understood as approximate values and are non-binding. In particular, they do not constitute an assurance of properties or guarantees, unless explicitly stated otherwise. Stechwerk GmbH makes every effort to ensure that all details and information on this website and in the store are correct, complete, up-to-date and clear, but Stechwerk GmbH cannot provide any express or implied warranty in this respect.

All offers on this website and in the store are subject to change and are not to be understood as binding offers.

Stechwerk GmbH cannot guarantee that the products listed will be available at the time of ordering. Therefore, all information on availability and delivery times is subject to change at any time and without notice.

The same applies in the local store, we always endeavor to have all products in stock.

Prices

The sales prices quoted by Stechwerk GmbH are final prices and, unless otherwise stated, include statutory VAT and any other statutory charges such as advance recycling fees (VRG) or copyright levies for electronic devices. The prices are quoted net in Swiss francs (CHF)

Unless otherwise agreed, any shipping costs will be charged additionally and must be paid by the customer. Shipping costs are shown separately in the order process.

Stechwerk GmbH reserves the right to make technical changes, errors and misprints, and in particular to change prices at any time without prior notice. The sales prices include consulting and exchange services.

Conclusion of contract

The products and prices on this website and in the store are non-binding offers. By making a purchase on site or via this website, including acceptance of these GTC, the customer submits a legally binding offer to conclude a contract.

Stechwerk GmbH then sends an automatic order receipt confirmation by email for orders placed via the webshop, which confirms that the customer's order has been received by Stechwerk GmbH. Orders placed are binding for the customer. Unless otherwise stated, there is no right of return or withdrawal, either in the webshop or in the store.

The contract is concluded as soon as Stechwerk GmbH sends a declaration of acceptance by email, in which the dispatch of the ordered products or services is confirmed. In the case of in-store purchases, the contract is concluded upon payment of the purchase.

Orders will only be delivered after full payment has been received (exception: delivery against invoice) and if the goods are available. If it turns out that the ordered goods cannot be delivered or cannot be delivered in full, Stechwerk GmbH is entitled not to accept or only partially accept or execute the order. In such a case Stechwerk GmbH will inform the customer by email. If the customer's payment has already been received by Stechwerk GmbH, the payment will be refunded to the customer. If no payment has yet been made, the customer is released from the obligation to pay.

Payment options and retention of title

The customer can use the payment options specified in the order process. In the store, payment can be made in cash, by card (Visa, Mastercard, Postcard, Amex, Maestro etc.) or with a Stechwerk voucher. Please note: Vouchers are only valid in the store and cannot be used as a payment method in the webshop.

Stechwerk GmbH reserves the right to exclude customers from individual payment options or to insist on advance payment without giving reasons.

Stechwerk GmbH may charge default interest of 5% per year and a reminder fee of a maximum of CHF 20 per reminder if the customer is in default of payment.

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

Delivery, obligation to inspect, notification of defects and returns

Deliveries are sent by post or courier service to the delivery address specified by the customer in the order.

Stechwerk GmbH endeavors to keep delivery times as short as possible. However, any delivery periods stated in the order confirmation are non-binding. Stechwerk GmbH is entitled to make partial deliveries. In this case, the customer will only be charged the shipping costs once.

If delivery against invoice is offered, the invoice will be sent by email or by post at the discretion of Stechwerk GmbH.

If the delivery cannot be delivered or if the customer refuses to accept the delivery, Stechwerk GmbH may terminate the contract after notifying the customer by email and granting a reasonable grace period, and may charge the customer for the costs of the work involved.

The customer is obliged to inspect the delivered goods immediately upon receipt and to report any defects for which Stechwerk GmbH provides a warranty immediately in writing by letter or email to the address in the imprint.

<http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf> to make a complaint.

Return shipments to Stechwerk GmbH shall be at the expense and risk of the customer. The customer must return 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 specified by Stechwerk GmbH in the imprint.

<http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf>.

If the inspection by Stechwerk GmbH reveals that the goods have no detectable defects or that they are not covered by the manufacturer's warranty, Stechwerk GmbH may charge the customer for the costs of the return shipment or any disposal.

A complaint period of 2 (two) weeks applies to in-store purchases. During this period, a defect or complaint can be made by presenting the receipt. If there is a defect in a product or service, the defect will be rectified by Stechwerk. In the event of a defect in a piece of jewelry

e.g. with an exchange for the same piece of jewelry. A refund of the purchase price is excluded. We are also unable to return the purchased piece of jewelry.

for hygienic reasons (except in the case of a defect). In the case of a service received individually. If, for example, a piercing was not pierced according to the customer's wishes or if the piercing was incorrectly positioned, the piercing will be removed by Stechwerk and re-pierced free of charge once it has healed. In the case of tattoos, the independent tattoo artist who pierced the tattoo is liable, not Stechwerk.

Right of withdrawal

The customer is granted a right of withdrawal for 14 calendar days after receipt of the order. The deadline is deemed to have been met if the customer sends the written revocation by email or letter (address according to the imprint),

<http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf> to Stechwerk GmbH within the deadline. The revocation does not require any justification.

The exercise of the right of withdrawal leads to a reversal of the contract. The customer must return the goods within 14 calendar days in their original packaging (hygiene seal must not be damaged), complete with all accessories and together with the delivery bill to the return address specified by Stechwerk GmbH in the imprint <http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf>

return the goods. Return shipments to Stechwerk GmbH are made at the expense and risk of the customer. Any payment already made will be refunded to the customer within 20 calendar days, provided that Stechwerk GmbH has already received the goods back or the customer can provide proof of shipment.

Stechwerk GmbH reserves the right not to refund worn jewelry, jewelry that is defective due to improper handling, or jewelry where the hygiene seal has been damaged. The right of withdrawal only applies to jewelry that has not been worn on the body and is in its original packaging (with an undamaged hygiene seal).

No right of withdrawal is granted in the following cases:

- On worn or opened jewelry (hygiene seal), on care products, on vouchers and on tattoo deposits.
- If the contract has a random element, namely because the price is subject to fluctuations over which the provider has no influence.
- If the subject of the contract is a movable item which, due to its nature, is not suitable for return or can spoil quickly.
- If the subject of the contract is a movable item that is manufactured according to the customer's specifications or is clearly tailored to personal requirements.
- If the contract relates to digital content and this content is not made available on a fixed data carrier or if the contract is to be fulfilled in full by both contracting parties immediately.
- If the contract is for a service and the contract is to be performed in full by the provider with the customer's prior express consent before the withdrawal period has expired.

Warranty

Stechwerk GmbH endeavors to deliver goods in perfect quality. In case of defects notified in due time, Stechwerk GmbH warrants that the goods purchased by the customer are free of defects and functional during the statutory warranty period from the date of delivery. It is at the discretion of Stechwerk GmbH to provide the warranty by free repair, equivalent replacement or by reimbursement of the purchase price. Further warranty rights are excluded.

The warranty does not cover normal wear and tear or the consequences of improper handling or damage by the customer or third parties or defects attributable to external circumstances. The warranty for consumable and wearing parts (e.g. click fasteners, screw threads) is also excluded.

Stechwerk GmbH is unable to give any assurances or guarantees for the topicality, completeness and correctness of the data or for the constant or uninterrupted availability of the website, its functionalities, integrated hyperlinks and other content. In particular, it is neither assured nor guaranteed that the use of the website will not infringe any rights of third parties not owned by Stechwerk GmbH.

Liability

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

Stechwerk GmbH only uses hyperlinks to simplify the customer's access to other websites. Stechwerk GmbH can neither know the content of these websites in detail nor assume liability or other responsibility for the content of these websites.

Data protection

Stechwerk GmbH may process and use the data collected during the conclusion of the contract to fulfill the obligations arising from the purchase contract and for marketing purposes. The data necessary for the fulfillment of services may also be passed on to contracted service partners (logistics partners) or other third parties.

The data protection provisions are available in detail at the following link:

<http://stechwerk.ch/wp-content/uploads/2024/05/Datenschutzerklaerung-DE.pdf>

Partial invalidity

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.

Further provisions

Stechwerk GmbH expressly reserves the right to amend these GTC at any time and to put them into effect without prior 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.

Vouchers / Tattoo deposits

You can also purchase vouchers from Stechwerk. The vouchers are subject to the statutory validity period of 5 (five) years from the date of issue of the voucher. After these 5 (five) years, Stechwerk may reject the vouchers. Vouchers will not be paid out. Value vouchers can be redeemed in several purchases. In the event of loss of the voucher, the Stechwerk branch, stating the voucher number or time of payment (date & time) at which the voucher was purchased (for purchases in the online store by email to: hallo@stechwerk.ch). Stechwerk can then block the voucher and issue a new one. If the voucher has already been redeemed by the finder in the meantime, Stechwerk accepts no liability and cannot issue the voucher again.

Tattoo deposits must be paid to reserve a tattoo appointment. The tattoo deposits are sent to the customer by A Mail (Stechwerk pays the shipping costs) or handed over in the branch. The tattoo deposit will be credited to the customer at the tattoo appointment. The customer must bring the original card with them to the Tattoo appointment and the tattoo artist, only then can the amount paid be credited. If the tattoo deposit card is lost, the Stechwerk branch must be contacted immediately, stating the receipt number or time of payment (date & time) at which the tattoo deposit was paid (for purchases in the online store by email to: hallo@stechwerk.ch). Stechwerk can then block the tattoo deposit and issue a new one. If the tattoo deposit has already been redeemed by the finder in the meantime, Stechwerk accepts no liability and cannot reissue the tattoo deposit. If a new tattoo deposit card is issued, its value will be reduced by CHF 12, which will be charged to the customer for the administrative costs of reissuing the tattoo deposit.

The tattoo deposit will not be paid out. In exceptional cases, Stechwerk will authorize an exchange for a voucher. This will be decided by the management of Stechwerk GmbH.

Tattoo / Tattoo dates

The tattoo deposit is forfeited if the tattoo appointment is not canceled or postponed at least 3 (three) working days in advance, with the exception of emergencies, illness or similar. Stechwerk may request confirmation of this, e.g. a doctor's certificate. In case of no-show at the tattoo appointment, Stechwerk also reserves the right to charge the booked time at CHF 200.-/h. In many cases, the tattoo deposit only covers the administrative costs and the creation of the tattoo motif.

These requirements also apply to self-employed tattoo artists in the same way as to customers. Short delays in appointments are possible. Not every customer absorbs the tattoo ink equally quickly, and customers can also become nauseous. We always plan a break between customers to keep such delays as short as possible. Stechwerk asks for your understanding in the event of a delay.

If a tattoo appointment is canceled, a new tattoo appointment must be made within 3 (three) months, otherwise the tattoo deposit will be forfeited. A paid tattoo deposit for a branch is also valid in another Stechwerk Schweiz branch after consultation and if no design has yet been created by the independent tattoo artist.

The place of jurisdiction is Dietlikon or the consumer's place of residence.

Contact us

If you have any questions about these GTC, please contact:
<http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf>

November 06, 2024, Dietlikon.