

General Terms and Conditions (GTC) of Stechwerk GmbH

Scope

The following General Terms and Conditions (GTC) apply to all orders and purchases made via our website or in a Stechwerk store. The offer on this website is directed exclusively at consumers residing in Switzerland or other countries (hereinafter referred to as "customer").

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

Stechwerk GmbH reserves the right to change these terms and conditions at any time. The version of these terms and conditions valid at the time of purchase is decisive and cannot be changed unilaterally for the purchase. Any terms and conditions of the customer that conflict with or deviate from these terms and conditions will not be recognized.

The operator of this website is Stechwerk

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

Information on this website

Stechwerk GmbH contains information about products and services. Prices and product ranges are subject to change, as are technical specifications. All information on this website and in the store (product descriptions, images, illustrations, films, dimensions, weights, technical specifications, accessories, relationships, and other information) is for illustrative purposes only and should be understood as approximate values and is not binding. In particular, they do not constitute any assurance of properties or guarantees, unless explicitly stated otherwise. Stechwerk GmbH endeavors to provide all information on this website and in the store in a correct, complete, up-to-date, and clear manner, but Stechwerk GmbH cannot guarantee this either explicitly or implicitly.

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 regarding availability and delivery times is subject to change without notice.

The same applies in our store; we always strive to have all products in stock.

Prices

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

Unless otherwise specified, any shipping costs will be charged additionally and are to be paid by the customer. Shipping costs are shown separately during the ordering process.

Technical changes, errors, and misprints are reserved; in particular, Stechwerk GmbH may 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 considered non-binding offers. By making a purchase on site or via this website, including acceptance of these terms and conditions, the customer submits a legally binding offer to conclude a contract. The terms and conditions are automatically accepted and agreed to upon purchase. Stechwerk GmbH then sends an automatic order confirmation by email for orders placed via the web shop, confirming 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 web shop or in the store.

The contract is concluded as soon as Stechwerk GmbH sends a declaration of acceptance by email confirming the shipment of the ordered products or services. For purchases made in the store, the contract is concluded upon payment for the purchase.

Orders will only be delivered after full payment has been received (exception: delivery against invoice, if offered) and provided that the goods are available. If it transpires that the ordered goods cannot be delivered or cannot be delivered in full, Stechwerk GmbH is entitled to not accept or only partially accept or execute the order. In such a case, Stechwerk GmbH will inform the customer by email. If Stechwerk GmbH has already received payment from the customer, 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

Customers can choose from the payment options specified during the ordering process. In-store payments can be made in cash, by card (Visa, Mastercard, Postcard, Amex, Maestro, etc.), Twint, or with a Stechwerk gift card. Please note: Gift cards are only valid in-store and cannot be used as a payment method in the online shop.

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 interest on arrears of 5% per annum and a reminder fee of up to 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 received.

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 times specified in the order confirmation are non-binding. Stechwerk GmbH is entitled to make partial deliveries. In this case, the customer will only be charged shipping costs once.

If delivery against invoice is offered, the invoice will be sent by email or 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 observing a reasonable grace period, and may charge the customer for the costs incurred.

The customer is obliged to inspect the delivered goods immediately upon receipt of the delivery 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>.

Returns to Stechwerk GmbH are at the expense and risk of the customer. The customer must send the goods in their original packaging, complete with all accessories and together with the delivery note 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 Stechwerk GmbH's inspection reveals that the goods do not have any detectable defects or that these are not covered by the manufacturer's warranty, Stechwerk GmbH may charge the customer for the costs of the inspection, the return shipment, or any disposal.

Right of withdrawal

The customer is granted a right of withdrawal for 14 calendar days after receiving the order in the online shop. The deadline is deemed to have been met if the customer sends the written

cancellation by email or letter (address as stated in the imprint), <http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf> within the deadline. No reason needs to be given for the cancellation.

Exercising the right of withdrawal results in the contract being reversed. 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 note, to the return address specified by Stechwerk GmbH in the imprint <http://stechwerk.ch/wp-content/uploads/2024/05/Impressum-DE.pdf>

. Returns to Stechwerk GmbH are 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 or the customer can provide proof of shipment.

Stechwerk GmbH reserves the right not to refund jewelry that has been worn, jewelry that shows signs of improper handling, or jewelry whose 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 the hygiene seal intact).

No right of withdrawal is granted in the following cases:

- Worn or opened jewelry (hygiene seal), care products, gift certificates, and tattoo deposits.
- If the contract has an element of chance, namely because the price is subject to fluctuations over which the supplier has no influence.
- If the contract relates to a movable item that is not suitable for return due to its nature or is liable to deteriorate rapidly.
- If the contract relates to a movable item that is manufactured according to the customer's specifications or is clearly tailored to personal needs.
- If the contract relates to digital content and this content is not provided on a permanent data carrier, or if the contract is to be fulfilled immediately and in full by both parties.
- If the contract relates to a service and the contract is to be fulfilled in full by the provider with the prior express consent of the customer before the withdrawal period has expired.

Purchases in store / Exchanges

When shopping in the store, a complaint period of two (2) weeks applies. During this time, a defect or complaint can be claimed by presenting the receipt. If there is a defect in a product or service, the defect will be remedied by Stechwerk. In the case 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 always excluded. We also cannot exchange the purchased piece of jewelry for hygienic reasons (except in the case of a defect or if the purchased piece of jewelry is sealed). For a service received as follows: If a

piercing is incorrectly positioned, Stechwerk will remove the piercing and re-pierce it free of charge after healing (incorrect positioning is determined by a Stechwerk employee, not the customer). If an incorrectly positioned piercing is removed by the customer without Stechwerk having examined it, no liability will be accepted and the piercing will not be re-pierced free of charge. Stechwerk accepts no liability for the piercing growing out. In principle, all surface piercings can grow out. These include piercings such as: navel, surface, anchor, eyebrow, etc. However, other piercings can also grow out, such as the rook or daith piercing. Stechwerk also accepts no liability for inflammation or infection. The customer is responsible for caring for the piercing to prevent inflammation or infection. It is also the customer's responsibility to seek help from Stechwerk or a doctor at an early stage. Stechwerk pierces all piercings under sterile conditions, which means that infection during the piercing process can be ruled out. Furthermore, the decision always lies with the management.

Purchased jewelry can only be exchanged at the studio with the proof of purchase and only if the hygiene seal has not been broken. The hygiene seal is only provided upon request. Exchanges are possible for other jewelry or a different size. If the new jewelry is more expensive than the exchanged item, the difference must be paid. If the new jewelry is cheaper than the exchanged item, the difference will be paid out as a voucher (valid for five years). Returns of jewelry for a refund of the purchase price are not possible. If an exchange for new jewelry is not possible, the management may, in exceptional cases, approve an exchange for a voucher.

If jewelry or care products are purchased in the store, the purchase can be canceled at any time in the store by returning the item. This does not apply to worn jewelry or opened products. Once you leave the store, exchanges or returns are not possible. Jewelry sealed with a hygiene seal is an exception to this rule. More information below.

All purchases made more than two (2) weeks ago are excluded from exchange. Gift cards, tattoo deposits, care products, hair colors, beverages, stuffed animals, No-Pull Discs, and other similar products are also excluded from exchange.

When exchanging jewelry, it is very important that the jewelry has a hygiene seal (always ask for this), and that the hygiene seal is not broken. If the purchased jewelry does not have a hygiene seal or if the hygiene seal is broken, the jewelry cannot be exchanged for hygiene reasons.

In the case of tattoos, the respective independent tattoo artist who did the tattoo is liable, not Stechwerk.

Gift cards / tattoo deposits

Gift certificates can also be purchased at Stechwerk. Gift certificates are subject to the legally stipulated validity period of five (5) years from the date of issue. After these five (5) years, Stechwerk may refuse to accept the gift certificates. Gift certificates are not redeemable for cash. Gift certificates can be redeemed in multiple purchases. If a gift certificate is lost, the

Stechwerk branch immediately, stating the receipt number or time of payment (date & time) at which the voucher was purchased (for purchases in the online shop, please send an 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 reissue the voucher. Reissuing the voucher in the event of loss will be charged at CHF 12, either by prepayment or by reducing the value of the voucher.

Tattoo deposits must be paid in order to reserve a tattoo appointment. Tattoo deposits are sent to the customer by first-class mail (shipping costs are covered by Stechwerk) or handed over at the branch. The tattoo deposit will be credited to the customer on the tattoo appointment date. The customer must bring the original card to the tattoo appointment and hand it over to the tattoo artist; only then can the deposit amount be credited. If the tattoo deposit card is lost, the Stechwerk branch must be contacted immediately, stating the receipt number or payment time (date & time) at which the tattoo deposit was paid (for purchases in the online shop, please send an 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 is reduced by CHF 12, which is 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 approve an exchange for a voucher. This will be decided by the management of Stechwerk GmbH.

Tattoo / Tattoo Appointments

The tattoo deposit will be forfeited if the tattoo appointment is not canceled or rescheduled at least three (3) business days in advance, except in cases of emergency, illness, or similar circumstances. Stechwerk may request confirmation of such circumstances, e.g., a doctor's note. If you do not show up for your tattoo appointment, Stechwerk also reserves the right to charge you for the booked time at a rate of CHF 200/hour. In many cases, the tattoo deposit only covers the administrative costs and the creation of the tattoo design.

These requirements apply to freelance tattoo artists as well as to customers. Short delays in appointments are possible. Not every customer absorbs the tattoo ink at the same rate, and customers may also feel 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 one branch is valid in another Stechwerk Switzerland branch by arrangement and if no design has yet been created by the independent tattoo artist. Tattoo deposits are subject to the legally stipulated validity period of five (5) years from the date of issue of the tattoo deposit.

Warranty

Stechwerk GmbH strives to deliver goods of impeccable quality. In the event of defects reported in a timely manner, Stechwerk GmbH shall assume warranty for the defect-free condition and functionality of the item purchased by the customer during the statutory warranty period from the date of delivery. It is at the discretion of Stechwerk GmbH to provide warranty coverage through free repair or equivalent replacement. Further warranty rights are excluded.

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

Stechwerk GmbH is unable to provide any assurances or guarantees regarding the topicality, completeness, and correctness of the data, or the constant or uninterrupted availability of the website, its functionalities, integrated hyperlinks, and other content. In particular, no assurance or guarantee is given that the use of the website does not infringe the rights of third parties not owned by Stechwerk GmbH.

Liability

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

Stechwerk GmbH uses hyperlinks solely to simplify the customer's access to other websites. Stechwerk GmbH cannot know the content of these websites in detail, nor can it accept liability or other responsibility for the content of these websites.

Data protection

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

The privacy policy can be accessed in detail at the following link:

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

Partial invalidity

Should individual provisions of these General Terms and Conditions 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 General Terms and Conditions at any time and to bring them into force without notice.

In the event of disputes, Swiss substantive law shall apply exclusively, excluding conflict of law provisions. The UN Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention) is explicitly excluded.

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

Contact

If you have any questions about these General Terms and Conditions, please contact:

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

March 27, 2025, Dietlikon.