

Franziska Schlupski

SWITZERLAND

GENERAL TERMS AND CONDITIONS

Franziska Schlupski Switzerland

Website: www.franziskaschlupski.com

Email: info@franziskaschlupski.com

§ 1 General Remarks

Partner for all contracts accomplished via www.franziskaschlupski.com is

Company: Franziska Schlupski PRETTIE LANES

Franziska Schlupski Weidstrasse 7

8103 Unterengstringen

Switzerland

Email: info@franziskaschlupski.com

Banking Information

Franziska Schlupski

Weidstrasse 7

8103 Unterengstringen

Switzerland

IBAN: CH78 0022 3223 1038 5140 H

BIC: UBSWCHZH80A

PayPal : payment@prettielanes.com

'Franziska Schlupski' is a brand of Franziska Schlupski PRETTIE LANES, henceforth, referred to as PRETTIE LANES (all trademarks and brands included)

§ 2 Scope of Application

Access to and use of this website and the products and services available through it are subject to the following terms and conditions. By using the services, the customer is agreeing to all of these terms of business in its current version. Any waiver of any provision of the terms will be effective only if in writing and signed by PRETTIE LANES.

Contracts via www.franziskaschlupski.com are exclusively made with private end-consumers (henceforth “customers”). The commercial use or resale of the offered products is not allowed without express permission by PRETTIE LANES.

§ 3 Contract

By placing an order (‘Buy’ button) the customer is offering to purchase a product on and subject to the following terms and conditions. PRETTIE LANES reserves the right to refuse any request made by the customer. Your order is accepted by sending you a confirmation email, respectively by sending the ordered products to the customer.

§ 4 Availability

Since PRETTIE LANES produces only small quantities or unique pieces it may occur in exceptional cases that an offered product is not available after your purchase, even though it was marked as “available”. In such a case, PRETTIE LANES would immediately contact the customer and if necessary refund payments.

§ 5 Prices

All prices are to be understood as final prices in Swiss Francs (CHF).

PRETTIE LANES is not liable to value added tax (VAT).

§ 6 Payment & Reservation of proprietary rights

The ordered products remain the property of PRETTIE LANES till the full payment is received from the customer. The customer can choose between the following payment methods:

Prepayment

The invoice total shall be transferred to the account of PRETTIE LANES as stated in §1. Having received the full payment, the ordered products will be produced and dispatched within the timespan stated on each product - page.

PayPal

For fast and secure payments, the customer can use the online payment service PayPal as well. The customer decides whether to pay via direct debit, credit card or with an existing credit on his PayPal account. The payment using PayPal does not cause any additional charges. The PayPal address of PRETTIE LANES is: payment@prettielanes.com

§ 7 Shipment & Delivery Charges

National & International Shipping

All orders placed via the Online Portal www.franziskaschlupski.com will be shipped tracked and insured free of charge.

Worldwide free shipping.

§ 8 Return Policy

In case of exercising the right of withdrawal the customer has to bear the costs of returning the goods in any case.

It is pointed out, that items must be unused, unwashed, with all original tags attached and in the same condition that it was received, to be returned. PRETTIE LANES reserves the right to refuse a return that does not meet the standards stated.

Right of Withdrawal

Customers are entitled by applicability of the regulations for distance contracts to a right of revoking the contract on condition within 7 days of the following instructions (cf. Art. 40a ff. OR).

Any order with PRETTIE LANES is binding. For that reason, is was paid attention to provide the customer with detailed pictures and description of the offered goods as well as an appropriate size chart available at the website, in order to avoid returns where possible.

In case of damaged goods or delivered goods that do not match the customers' order, PRETTIE LANES will refund without further ado. The order can be revoked within a revocation period of 7 days without further specification of reasons in written form (e.g. letter or e-mail: info@franziskaschlupski.com) or by returning the goods. The revocation period does not start before the delivery and the reception of this

instruction. Punctual dispatch suffices to comply with the time limit. The revocation must be declared to:

Franziska Schlupski
Weidstrasse 7
8103
Untereingstringen
Switzerland
Or via E-Mail : info@franziskaschlupski

In case of international returns the customer is ask to clearly mark the parcel with 'No commercial value- returned goods'. Its the customers obligation to return all goods insured and trackable.

Effective Revocation

In case of an effective revocation, any performance received by one party is to be returned to the respective other, as are benefits derived from such performance (e.g. interest). If the customer cannot return the goods received in whole or in part or if the customer can only return the received goods in a deteriorated state, the customer has to pay compensation for value insofar. There is no duty to pay compensation for value, if the sole cause of deterioration of the goods received was the inspection of the respective goods, as would have been possible in a retail shop. For the rest, the customer can avoid paying compensation for value in respect of deterioration in the goods as a result of its proper use. The customer has to bear the costs of return, in case the delivered goods match the goods ordered. Obligations to refund payments have to be fulfilled within 30 days. This period does not start previous to PRETTIE LANES receiving the returned goods.

When returning goods, the customer should always consider to use a trackable shipping service, including a shipping insurance. PRETTIE LANES cannot guarantee to receive returned items.

Non - returnable items: Made-to-Measures/ Customized Items, Sample Pieces

These Rights of withdrawal does not apply to products manufactured according to the customers' specification (made-to-measures, customized). A return in those cases is not accepted. In case, the customer requests a cancellation of the custom order PREVIOUS to the production of the order, the payment will be refunded within 30 days substracting an expense allowance of 35% that will remain with PRETTIE LANES (i.e. for already bought materials, drawn sewing patterns).

Sample pieces are also excluded from a right of return.

Special note since 2016 :

This note needs to be incorporated in my General Terms and Conditions :Since 2016, I am obliged to mention the website of the European Commission - a platform for 'Online Dispute Resolution' for consumers. The platform is available via <http://ec.europa.eu/consumers/odr/>

§ 9 Liability

Only in case the customer claims damages based on deliberate action or gross negligence, PRETTIE LANES is liable in accordance with standards and statutory regulations and laws.

§ 10 Transport Damages

In case, a customer realizes transport damages to the goods ordered, at the point of delivery, the customer is asked to demand a written confirmation of this damage from the corresponding employee of the shipping company and to inform PRETTIE LANES. If possible, the customer may take pictures of the damages.

However, the omission to demand this written confirmation has no influence on the customers' right of withdrawal. In fact, such a confirmation would assist PRETTIE LANES in bringing complaints to notice towards the shipping company.

§ 11 Privacy Policy

PRETTIE LANES uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files saved on the customer's computer, to help the website analyze how he uses the site. The information generated by the cookie about the customer's use of the website will be transmitted to and stored by Google on servers in the United States.

If this website anonymizes IP addresses, the customer's IP address will be truncated by Google within a EU member state or other EEA state before being transmitted to the US. Only in exceptional situations the full IP address will be transmitted to Google servers in the United States and truncated there.

Google will use this information for the purpose of evaluating the customer's use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google will not associate your IP address with any other data held by Google. The customer may refuse the use of cookies by selecting the appropriate settings on his browser, however it is pointed out that if the customer does this he may not be able to use the full functionality of this website.

By using this website, the customer consents to the processing of data by Google in the manner and for the purposes set out above. The customer can also prevent Google from collecting information (including your IP address) via cookies and processing this information by downloading this browser plugin and installing it: <http://tools.google.com/dlpage/gaoptout>.

Further information concerning the terms and conditions of use and data privacy can be found at the Google Analytics Terms of Service or at the Google Analytics Privacy Overview. It is pointed out that on this website, Google Analytics is supplemented by "gat._anonymizeIp();" to ensure anonymized collection of IP addresses (IP masking).

When you click on links on this site, they may direct you away from it. PRETTIE LANES is not responsible for the privacy practices of other sites and encourages the customer to read their privacy statements as well.

§ 12 Copyrights and Trademarks

The materials at this site, as well as the organization and layout of this site, are copyrighted and are protected by copyright and trademark laws.

The customer may access, download and print materials on this website solely for personal and non-commercial use; however, any print out of this site, or portions of the site, must include PRETTIE LANES' copyright notice.

No right, title or interest in any of the materials contained on this site is transferred to the customer and third parties as a result of accessing, downloading or printing such materials. Copying, modifying, transmitting, reproducing, publishing; linking to or framing in another website, materials from this site without the prior written permission of PRETTIE LANES is not allowed.

§ 13 Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of Zurich, Switzerland.