

## **AGB**

### TERMS AND CONDITIONS (UPDATED 11.22.2022)

Welcome to Skøwire' ("Skøwire," "we" or "us") website, SKOWIRE.com (the "Website"). These terms and conditions (the "Conditions") apply to the orders placed by the customer ("you") in your capacity as a consumer for purposes outside of commercial or professional activities. By using the Websites and placing an order, you agree to be bound by these Conditions.

Please review the Conditions and make sure that you understand them before you make an order. We reserve the right to change these Conditions at any time without prior notice. The Conditions available on the Website at the time of your order, is the version applicable to your order.

### PLACING AN ORDER

In order to place an order you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us.

Please note that all orders are subject to availability and that the inclusion of any products on the Website at a specific time does not mean that these products will be available at any time.

You can only place your order via the Website. Please make sure that all details you provide are true and correct. We will use the details provided to communicate with you about your order.

### OUR CONTRACT

When you have placed an order, you will receive an e-mail confirming your order. Please note that this email will be an acknowledgement only and will not constitute acceptance of your order. A contract will be formed when we send you an e-mail confirming that the products have been dispatched. Only those products listed in the confirmation e-mail sent at the time of dispatch will be included in our contract. If we have already received payment for non-available products, we will refund the applicable amount using the same method used to make the payment.

### PRICING

The prices displayed on the Website do not include delivery costs, which are charged separately.

Please note that we ship to your destination on DDU (Delivery Duty Unpaid) basis [\[JL2\]](#) [\[RvA3\]](#) . This means that the prices displayed on the Website are exclusive of all taxes (included VAT) and duties. When your order reaches your country, you are responsible to pay any import duties, customs and local sales taxes. This applies for all deliveries outside of Switzerland. Unfortunately, we cannot predict what your charges may be. Please contact your local customs office for more information.

Whilst we try and ensure that all details, descriptions and prices that appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled.

Skøwire is not responsible for any changes in currency or conversion rates that your bank or credit card company may use when charging in your country's currency.

## PAYMENT

We accept card payments by Visa, MasterCard, American Express and several local payment options . Upon receiving your order we carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Please note that the products will not be dispatched until the pre-authorisation check has been completed. Your card will be debited once the order has been accepted. All payments are handled by Adyen.[]

## DELIVERY

All orders are fulfilled at our distribution centres in Basel, Switzerland. We operate Monday to Friday and not on local public holidays.

For information on our delivery times, please refer to the table [here](#). We always strive to deliver your ordered products within the times states in this table.[JL8] However, due to unexpected events the delivery times are sometimes longer, for example as a result of postal delays or force majeure events. Dispatch times may also be longer during times with higher sales volumes, such as holiday seasons.

Shipping costs will be added where applicable and for the delivery option chosen. If you have any questions about your delivery, please contact us via mail: [info@skowire.com](mailto:info@skowire.com)

## RETURNS

During 30 days following the delivery of your order, you may request refund of items, which you must return to us in perfect condition. Returns will only be accepted if labels and original packaging are fully intact and products have not been damaged or altered. Skøwire cannot accept returns where labels have been removed. You are responsible for the shipping of returned items back to Skøwire. Items lost in transportation will not be compensated for.

Any shipping charges for returns will be at your own expense, postal services may be used for the return. Please consult your local postal office for the official postal fees. Refunds for returned products will be made within 14 days of receipt of the returned product, using the same payment method used to make the payment. Please note that the refund will be made for the entire product cost (including VAT), however excluding shipping costs.[RvA9] [JL10]

## DISCOUNT CODES

Discount or promotional codes may from time to time be offered, please note that the terms and conditions provided in connection with such discount codes apply. Only one promotional discount code can be applied to an order.

## INTELLECTUAL PROPERTY

Unless otherwise noted, all materials, including, but not limited to, images, illustrations, designs, icons, photographs, video clips, and written and other materials that appear as part of the Website

(collectively, the "Content") are copyrights, trademarks and/or other intellectual properties owned, controlled or licensed by Skøwire. The Content, and the Website as a whole, are intended solely for personal, non-commercial use by the users. You may download or copy the Content displayed on the Website for your personal, non-commercial use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Content, the Website, or any related software. The Website as a whole is protected by copyright and all worldwide rights, titles and interests in and to the Website are owned by Skøwire.

## PRIVACY

Our [Privacy Policy](#) describes the collection and use of information on the Site.[\[JL11\]](#)

## COLOURS

We have made every effort to display as accurately as possible the colours of our products that appear on the Website. However, the actual colours you see may depend on your monitor and we cannot guarantee that your monitor's display of any colour will be accurate.

## CHOICE OF LAW

These Conditions shall be construed in accordance with the laws of Switzerland, without regard to any conflict of law provisions. Any dispute arising under these Conditions shall be resolved by the country of Switzerland, which means that we may both submit a claim to the district court of Basel, Switzerland[\[JL12\]](#) [\[RvA13\]](#) .

## FAULTY ITEMS

Nothing in these Conditions limits the statutory warranty regulations under Swiss Consumer Law. If you have a complaint regarding a material or manufacturing fault, please contact us [here](#) within reasonable time after you noticed the defect and describe your matter as detailed as possible. The Skøwire team will then help you further with your matter.[\[RvA14\]](#)

## LIMITATION OF LIABILITY

Skøwire or its affiliated entities is not liable for any business-related damages or losses, neither for losses that are not caused by a breach on our side.

Nothing in these Conditions will exclude or limit our liability for any matter that it would be unlawful for us to limit or exclude our liability according to mandatory law.

The Website and the Content are provided "as is" without warranties of any kind. To the fullest extent permitted by law, Skøwire disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

## MISCELLANEOUS

If any portion of these Conditions is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Conditions shall remain in full force and effect.

Skøwire reserves the right to assign or pledge to third parties any claim for payment which have arisen in connection with your purchase.