



GENERAL TERMS AND CONDITIONS

The following conditions apply to all offers and deliveries. Deviating conditions of the buyer, which are not expressly recognized by us in writing, are not binding, even if we have not expressly contradicted.

1. CONTRACT

The contract between the supplier and the buyer shall be delivered by placing the order, unless it is within 5 days revoked by the supplier in writing.

2. PURCHASE PRICE

All prices are in CHF without VAT. Decisive is the supplier's price list valid at the time of confirmation / order placement. The buyer must ask himself after the latest price list. The VAT will be charged additionally.

With the adoption of a new price list the old price list will be cancelled. This new price list shall only apply to contracts concluded after that date. The prices are not binding and may be changed by the seller without notice.

3. TERMS OF PAYMENT

The supplier reserves the right to check the creditworthiness of the purchaser, and, where appropriate, to demand securities or to deliver only against advance payment or cash on delivery. When concluding an order, the following conditions apply:

Stock items and pre-orders:

Existing customers: Payment within 10 days of the invoice date: net

Of the 15th day from the date of invoice, the supplier may, even without prior notice, charge interest on arrears or withhold further deliveries and terminate the contract without first securing an extension.

New customers: 100% advance payment on the first three orders. The business relationship and conditions are subsequently re-evaluated.

KISA customized custom-made products:

100% advance payment including shipping costs for definitive order. Sample costs 50 CHF for manufacturing and shipping or effective price if higher.

All discounts mentioned on the invoice and / or credit notes are expressly granted only if the purchaser follows the terms of payment.

Shipping invoices:

For cost and environmental reasons, we only send our invoices by e-mail in a pdf file. If a paper invoice is expressly requested, CHF 2.- will be charged on the invoice for postage, handling and packaging.

4. OWNERSHIP

The goods remain the property of the supplier until the final payment. The supplier is hereby authorized by the buyer to register a retention of title in the appropriate register for the goods delivered by him until full payment of the purchase price.

5. DELIVERY

If the supplier does not meet delivery times he indicated, the purchaser can withdraw from the contract after having set a reasonable time to the supplier. Further claims of the buyer, and in particular claims for damages, are excluded. The withdrawal of the contract is excluded when unable to deliver passenger is due to force majeure or operating failures in the supplier's business or with subcontractors.

6. SHIPPING AND SMALL QUANTITY SURCHARGE

Shipping costs by DPD

Value of the order	Postage	Small Quantity Surcharge
under CHF 200	CHF 15.00	CHF 10.00
from 200 to 350 CHF	CHF 15.00	CHF 0.00
from CHF 350	postage-free	CHF 0.00

Postage and the small quantity surcharge do not apply to partial deliveries if the supplier is responsible for delayed delivery.

7. LEGAL PROVISIONS

The purchaser agrees to comply with the legal provisions concerning the display of prices. He undertakes to refrain from any misleading prices.

Any direct import of sporting goods, sportswear, all kinds of goods, bypassing the country's official representative is prohibited. Any violation of this provision allows the supplier to cancel all existing orders and to refuse future deliveries. The buyer expressly waives any claim for a justified application of these provisions.

8. DEFECTS

Any defects of the delivered goods must be reported within 10 days of receipt and hidden defects within 14 days after discovery; otherwise, the goods shall be deemed approved. When defects subject to a complaint intervened on time, the buyer may require additional delivery of goods free of defects. We expressly excluded all other claims based on defects, especially any claims for damages (including for damages caused by defects later), as well as the withdrawal from the contract.

The supplier's written guarantee provisions apply to the final purchaser.

9. RETURNS / RIGHT OF RETURN - no EXCHANGE possible

In general, goods in stock have a right of return within 10 days of delivery. Returns are only granted in exceptional cases and in consultation with the management.

The goods will only be taken back if they are in the original packaging with all labels, undamaged and in perfect condition. An authorized return of goods will only be accepted with the fully completed return slip, which is included with every delivery or can be downloaded from the website. The goods are to be returned with the completed return slip at the customer's expense to the following address: Acin AG c/o Marc Steiger AG, Rampe 41/Steiger, Neue Industriestrasse 1, 4852 Rothrist. The shipping costs for the return are at the expense of the sender. A flat rate of CHF 3.00 / item will be deducted from the possible credit for the administrative effort and re-storage. An exchange is not possible due to the high administrative and process-related costs. New goods must be ordered again.

No right of return is granted on pre-ordered goods and customer-specific goods / goods specifically ordered for the customer (pre-order / custom-made KISA).

10. SAMPLES

Samples for clothing, other stock items or special items will be charged to the customer and sent to the customer. The production of the sample, dispatch and administrative expenses are charged. There is no right of return or exchange on samples.

11. SERVICES OF THE RESELLER

The reseller undertakes to provide the professional services such as advice, selection, service, repairs, etc. in full. It also undertakes to always adapt its expertise or personnel's expertise and technical equipment to the latest level of information in order to be able to provide the services fully expected by a trading partner.

12. JURISDICTION

The place of execution of the benefit arising from this contract is our home Reinach BL. The contract is subject to Swiss law. Jurisdiction is Basel.

13. DETAILED TERMS & CONDITIONS

Detailed delivery conditions remain reserved.

14. ORIGINAL TEXT

The General Terms and Conditions of Delivery are set out in German, English, French and Italian. In case of contradictions, the German version is decisive. Version: 06.2024