

# Orders VADEMECUM and VADEMECUM-digital:

## General Terms and Conditions – GTC

### Validity GTC

By sending an order or by executing a download, the customer expressly declares his/her agreement with these GTC.

All orders are binding. Delivery times are not binding. You will be informed by e-mail in the event of a delay in delivery. If the delivery has not yet been sent, you have the option of having it cancelled.

### Order

When ordering online, VADEMECUM asks for information about the user (name, address, e-mail address, etc.). This information is used to create and manage the business relationship between the customer and VADEMECUM. If a problem arises with the processing of an order, this information is used to contact the customer.

### Paper product: Delivery of VADEMECUM-Material

Deliveries are only made to end customers.

If one of the items you have ordered is not in stock, the delivery of the remaining items is not affected. Missing articles will be delivered to you as soon as possible and free of postage.

Offers may be available only in limited quantities. VADEMECUM is not liable for unavailable products or for incorrect pricing. All prices are net in Swiss francs (CHF, sales in Switzerland) or euros (€ sales in the euro zone).

We reserve the right to execute your order only to the extent that goods are actually available in our warehouse.

If the delivery is re-delivered due to incorrect address information, the recipient shall bear the/all shipping costs incurred.

### Digital product: Download VADEMECUM-digital

The VADEMECUM-digital is issued as a licence to an end user (e-mail address). It can be used on any internet-capable end device and is not transferable. The licence is renewed annually and invoiced at the end of the year. The licence price includes further training and support (first and second level, to an extent defined in writing).

### Prices

The prices published on the homepage at the time of the order are binding.

Delayed delivery never leads to a price reduction.

Despite the application of the greatest care, erroneously false information cannot be completely excluded.

### Price and assortment change

We reserve the right to change prices and product range as well as technical changes. All offers are subject to change. Erroneous information and printing errors excepted.

### Exchange / Wrong deliveries

Exchange is not possible for copyright reasons. Exceptions with: Wrong deliveries, transport damage and manufacturing defects in the delivered products. However, liability is limited to replacement deliveries. Claims for cancellation of the contract or reduction of the remuneration are excluded, provided that a replacement delivery is possible within a reasonable period. VADEMECUM must be informed immediately in case of wrong deliveries and manufacturing errors (bestellung@vademecum-digital.ch). In case of wrong deliveries, the claimed goods must be returned with a corresponding note within 10 days (postmark) of the sender's address. If the articles are damaged in transit, a complaint must be lodged within 48 hours, otherwise the right to a free replacement expires. If the return is not successful or if we cannot detect any defects in the goods complained about or only defects caused by the buyer, the buyer shall bear the costs of the replacement delivery.

Returns in the case of not-favorable goods are excluded.

The right of return is only valid after consultation (e-mail, in writing) with the seller. The return period is 10 days.

### **Guarantee**

2 years from date of delivery, unless otherwise stated. For technical articles, the attached warranty conditions apply. The transport costs incurred shall be borne by the purchaser. In the event of a warranty claim, the seller decides whether to replace the goods or refund the purchase price. Excluded from the warranty are damages for which the buyer is responsible, e.g. due to improper handling.

### **Complaints**

Complaints can be attached in writing within 10 days of receipt of the goods ([bestellung@vademecum-digital.ch](mailto:bestellung@vademecum-digital.ch)).

### **Invoicing**

One invoice is issued per shipment. Any value added tax will be shown on the invoice. VADEMECUM reserves the right to execute orders only against prepayment.

Licenses for the digital version are granted by opening a user account. The annual renewal is made at the end of the current year by issuing a new invoice. For this the administration depends on a valid email address and/or postal address of the purchaser.

### **Deletion of a license**

If the buyer is no longer available for a license renewal, or if the invoice is not paid after two reminders (one of which must be sent by post), access will be blocked and the account will be deleted after one year. This deletion is irrevocable, the data can no longer be reconstructed.

### **Payment deadline**

Invoices are payable within 30 days net.

### **Default of payment**

All customers who have entered a valid e-mail address in their online account will receive a payment reminder by e-mail. From the first reminder onwards, a reminder fee of CHF 5.00 per reminder will be charged due to the increased manual effort involved. In addition, VADEMECUM reserves the right to pass on collection procedures and payment information of any kind to the company that is contracted by VADEMECUM to collect the money.

### **Rights of use (incl. downloads)**

The making of copies for the purpose of commercial use, sale, commercial rental, public broadcasting or transfer or assignment to third parties is prohibited.

With the purchase of digital products, customers receive the simple, non-exclusive, non-transferable and non-sublicensable right to use the title in the manner offered in each case.

### **Data protection**

The data necessary for the business transaction will be stored and, if necessary, forwarded to the companies commissioned with the dispatch and invoicing within the framework of the order processing. All personal data is treated confidentially. Detailed information can be found in the privacy policy.

### **Newsletter**

From time to time we would like to inform you via newsletter about innovations as well as our offers and services and use your personal data (name, e-mail address) for this purpose. If you do not wish this, you can unsubscribe via the unsubscribe button on the newsletter or via the contact form on the website.

### **Disclaimer**

VADEMECUM excludes any liability (including negligence) that may arise from accessing or not

accessing the online shop or any of its elements and from its use. Access to the online shop and its use are not guaranteed.

**Copyright**

It is forbidden to reproduce, copy or share the website, except for the purpose of placing an order with VADEMECUM. The entire content of the website (text, graphics, layout etc.) and any software is under copyright © Ines Schlienger Zurich - All rights reserved: The VADEMECUM-digital site and the associated web application and app are protected by copyright, Swiss copyright law, intellectual property rights and all other relevant rights. The trademarks, marks, logos, graphics, navigation bars, button icons, designations, etc. displayed on the site are the property of VADEMECUM. There is no right to use them without written permission from VADEMECUM.

**Applicable law, place of jurisdiction**

The legal relationships are subject to Swiss law. Exclusive place of jurisdiction for all disputes is Zurich.

Latest update: May 2020