

## **Keramik Laufen AG: General Online Sales Terms**

<https://www.laufen-cleanet.com/ch-en/> is the market place ('Market-place') through which Keramik Laufen AG offers several Laufen products. Via this web page, you place orders and make purchases from the Keramik Laufen AG ("Laufen") society, registered at Wahlenstrasse 46, 4242 Laufen, with registration number CHE-105.987.987.

These sales terms determine the sale/purchase and the delivery of the products offered on this web page.

### **2. THE PRODUCTS**

Laufen markets the products found here <https://www.laufencleanet.com/ch-en/order-consumables.html> (the 'Products'). Next to each product you will find its description, price, and preparation and shipping costs.

### **3. HOW TO MAKE PURCHASES IN THE MARKET-PLACE**

3.1 During the purchase process, you can use your personal details if you have registered previously; otherwise, you can register to speed up the purchase process. If you prefer, you can proceed to purchase without registering by selecting the 'guest' access option.

3.1.1 During the registration process, you need to enter your personal details and the information of your item <https://www.laufen-cleanet.com/ch-en/contacts>, <https://www.laufen-cleanet.com/ch-en/warranty-extension.html> or at <https://www.laufen-cleanet.com/ch-en/customer/account/create/>. You may also enter the details for the installer or technical support department which installed the product; the first-time use date is compulsory.

3.1.2 By registering yourself and your product, you automatically extend by an additional year the guarantee for spare parts that your product may need. This extension is granted by Laufen; you will receive an e-mail confirmation after the registration process.

3.1.3 Fields marked with an asterisk are mandatory. Should you fail to provide them, Laufen may, at its sole discretion, decide not to process your application.

You assure Laufen that all the details provided about you are true and valid.

Data that the buyer provides Laufen upon registration.

Full name or business name: \_\_\_\_\_

Tax ID number: \_\_\_\_\_

Postal address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Device serial number: \_\_\_\_\_

Commissioning date of the device: \_\_\_\_\_

If they are an individual:

(a) Confirmation that they are of legal age: \_\_\_\_\_

(b) Did you buy the products for (i) private / (ii) professional use?

You assure Laufen that all the details provided about you are true.

### 3.2. Personal data processing

All the data provided by you shall be treated as confidential and according to the following:

(a) The data provided by you upon registration at

<https://www.laufen-cleanet.com/ch-en/> or via postal mail, shall be

incorporated in a file for which Laufen shall be responsible; these shall be processed with the aim of controlling, maintaining, managing and improving your relationship with Laufen as a Marketplace user, including, without limitation, handling consultations and information requests.

(b) Unless you specify otherwise during the registration process in the box included for that purpose, you agree that your data may be processed by Laufen or any other society from Laufen Group, with the aim of providing you information about products and services, promotions and special offers, including such information that we deem of interest to the user, or derived from other information that you provide to us or that is obtained from your web use or browsing, including transactions performed therein.

Thus, we may send you such information using any of the following methods:

- E-mail
- Telephone (including automated calls, that is, a phone call with a pre-recorded message with promotional or advertising content)
- SMS or any other kind of electronic message (including MMS, graphic messages, video messages, instant messaging, etc.)
- Postal mail
- Fax
- Any other equivalent method that Laufen deems appropriate at any given time

You may, at any time, revoke the consent given, as well as refuse to your data being processed as stipulated, by sending an e-mail to the following address; [info.staudt@de.laufen.com](mailto:info.staudt@de.laufen.com)

#### **4. PURCHASING CONDITIONS**

4.1. When you select the Products you wish to purchase, you expressly accept the purchasing conditions of this Market-place.

4.2. During the purchase process, you need to specify the place where you want the Products to be delivered. Bear in mind that, for logistics reasons, Laufen can only deliver Products within Switzerland and in the Principality of Liechtenstein. The purchase cost of the Products, of which you will be informed after concluding the selection referred to in section 4.3 below, includes handling costs and shipping to the location specified by you.

4.3. After selecting the Products that you wish to purchase, the Market-place will indicate the purchase cost of the Products and the applicable VAT. You need to pay for the Products plus the applicable VAT using one of the following payment methods:

4.3.1 Bank transfer to the following account: UBS Switzerland AG, 4002 Basel; IBAN: CH13 0023 0230 1010 8603 7; BIC: UBSWCHZH80A

4.3.2 Payment via Paypal ( € ); Please note that the total purchase cost and the VAT will be converted to the total payment amount in Euros; you shall make a payment for this total value, in Euros, to Laufen's destination account; (Roca GmbH, Feincheswiese 17, 56424 Staudt, Deutschland)

4.3.3 Payment by credit card ( € ); please, note that the total purchase cost and the VAT amounts will be converted into Euros; you need to make the payment of the total amount, in Euros, to Laufen's destination account; (Roca GmbH, Feincheswiese 17, 56424 Staudt, Deutschland)

After making the payment, you will receive an e-mail confirming reception by Laufen. For Paypal or credit card payments, the confirmation is linked to the confirmation of purchase

4.4. The purchase shall not be considered successful until you have received an [e-mail] from Laufen accepting your order. Laufen shall not collect the payment of funds for the purchased Products until such acceptance notification has been made.

If Laufen is unable to accept your order, you will receive an e-mail in respect thereof and Laufen shall reimburse you the amounts paid with no cost to yourself.

4.5. You shall receive the purchased Products at the location indicated by you, generally within 20 days after Laufen has accepted your order. You will receive the purchase invoice together with the Products.

4.5.1 This Market-place has been designed to make shipments with predefined costs within Germany. Should you wish to pick up the items, you should use Laufen's postal address: Keramik Laufen AG, Wahlenstrasse 46, 4242 Laufen you may also contact Laufen by phone 0848 00 42 42 or e-mail [verkauf-ch@laufen.ch](mailto:verkauf-ch@laufen.ch)

4.6. After receiving the Products to your address, you should examine them in detail to ensure that they are in good condition. Should you find any fault in the Product, an error in the Product supplied or in the amount of Products delivered, you must inform Laufen within 4 days after delivery, using the following Market-place space or sending an e-mail to the following address: [verkauf-ch@laufen.ch](mailto:verkauf-ch@laufen.ch). Please, specify with a reasonable amount of detail the reasons for the fault or error. If the fault or error is attributable to Laufen, Laufen shall replace or repair (at Laufen's discretion) the faulty Product, or shall remedy the error within the shortest possible period, without any cost to yourself.

4.7. Market-place's policy for withdrawal or return of the purchased products is as follows:

(a) Laufen is not obliged to accept, under any circumstances, (not even while exercising the right to return goods referred to under section (d) below) the return of damaged or used Products, or Products with missing parts or components, unless such Product conditions are due to a fault referred to under section 4.6 above.

(b) If you withdraw from the purchase of the Products at any time prior to Laufen's acceptance of your order, such withdrawal shall not incur any costs.

(c) If you withdraw from the purchase of the Products after Laufen has accepted your order, such withdrawal grants Laufen the right to withhold an amount equivalent to 5% of the price paid by you, with a minimum of 10 Euros.

(d) Right to return goods. - You have a period of 14 calendar days from the reception date of the last Product acquired from Laufen, to return the Products and withdraw from the purchase without penalties and without having to provide a reason.

In order to exercise your right to return the goods, you must fill in the return form found at the Market-place and submit it to Laufen at the following e-mail address: [verkauf-ch@laufen.ch](mailto:verkauf-ch@laufen.ch), or at Laufen's postal address Keramik Laufen AG, Wahlenstrasse 46, 4242 Laufen, or in any other way that guarantees that Laufen receives such communication.

If the Product being returned is part of a purchase of more than one Product which, as a whole, benefited from a discount or promotion, the return process must include all of the Products subject to such discount or promotion.

Once Laufen has received the Products that you return by exercising your right to return goods and within the due term, and after verifying that the returned Products are in good condition, Laufen shall reimburse you the Product's purchase price as well as the Product's shipping costs using the least costly standard delivery method. The amount shall be reimbursed within 30 days after Laufen has received the Product, and it will be processed using the same payment method you originally used in order to pay for the Product.

Please note that the transportation costs corresponding to the return of the purchased goods shall be borne by you (the buyer).

(e) After concluding the period to exercise the right to return the goods, you may only return the Products if this has been expressly accepted by Laufen.

## **5. Product Guarantee**

All Products purchased at the Market-place benefit from the general guarantee regime that Laufen offers for all its Products: <https://www.laufen-cleanet.com/ch-en/order-consumables.html>

If, after the appropriate evaluation, Laufen found that a Product is defective or is damaged for reasons attributable to Laufen, Laufen may (1) replace the faulty Product with a new one, in which case Laufen shall cover all the expenses incurred for the replacement process, or (2) repair the Product, in which case Laufen shall cover the costs for repairing and returning the faulty Product; all this, in accordance with after-sales guarantees legislation for consumer goods.

## **6. Applicable Law**

These general sales terms shall be governed and construed in accordance with the Laws of Switzerland. The Courts and Tribunals of the city of Laufen shall resolve any conflicts arising from any operations carried out in connection with this Market-place.

Alternatively, should you have any problem with online purchases, you may use the following link <https://ec.europa.eu/consumers/odr/> in order to try to find an extrajudicial resolution, provided You are a resident of the European Union and the vendor company is also located within European Union territory.