Terms and Conditions of Sale

1) Application of Conditions :

These Terms govern the rights and obligations related to the use of the products offered on the website <u>www.gruyere.com</u> and the contractual relationship between the shop and its clients (users).

These terms and Conditions of Sale are applicable as of January 1st 2014.

The client confirms having read and understood the Terms and Conditions of Sale. The shop reserves the right to modify the Terms and Conditions at any time.

In case of any discrepancies between the French and other foreign language versions of these Terms and Conditions, the French version will be binding.

2) Products :

The products sold by the shop are described in the online documentation. This information, such as any photography and/or text illustrating the products, is given as a guide only.

The articles offered for sale by the shop are only purchasable within the limits of available stock. An order is only shipped once all components are in stock. Partial orders will not be shipped.

3) Price :

Prices are displayed in Swiss francs (CHF) exclusive of VAT, credit card fees and shipping costs. The shop reserves the right to modify its prices at any time. Products are charged according to the current price at the time of ordering.

4) Payment :

Payments are made online by bank card (VISA, MASTERCARD, POSTCARD, e-finance).

The information provided is encrypted and securely transmitted to the Payment Service Provider Datatrans . The shop does not have access to this data.

5) Protection of personal information

The personal information we collect enables us to process, deliver and invoice orders. This information is strictly confidential.

6) Shipping :

a) Switzerland :

Within Switzerland, articles in stock are shipped by the Swiss Post Office to the address specified by the client when ordering. Shipping costs a flat rate of fr. 10.- per order, regardless of the weight, size or volume of the parcel. Shipping takes approximately 10 days once payment has been confirmed.

b) Europe and Third countries :

Within Europe and to Third countries, articles in stock are shipped by the Swiss Post Office to the address specified by the client when ordering. Shipping costs a flat rate of fr. 50.- per order within Europe and fr. 65.- per order to a Third country, regardless of the weight, size or volume of the parcel. Shipping times vary according to the chosen destination.

When shipping outside of Switzerland, the client may be liable to pay Import taxes and duties which are collected once the parcel arrives at its destination. This and all additional customs charges are the responsibility of the client. The shop has no control over these charges. In the case of cross-border deliveries, parcels may also be opened and inspected by customs authorities.

7. Returns

Only defective or damaged products can be returned. Returns must be done within 7 days of receipt of the product. Should you need to return a product, please call our Customer Service team on 026/921.84.10 so that we may advise you on the procedure to follow.

8. Responsibility

The purchaser is responsible for the selection and use of the products ordered. All compensation is ruled out, insofar as any damage has not been deliberately caused by ourselves, or has arisen as a result of negligence on our part.

The shop assumes no responsibility for temporary disruptions to our website, faults with certain or all functions on the site or their operational failure.

9. Applicable law and Place of jurisdiction

The present Terms and Conditions of Sale are subject only to Swiss law. The exclusive place of jurisdiction is the Court of the Gruyère district.