

AGB E-Commerce Lascaux AG

www.lascaux.ch

Lascaux Colours & Restauro, Barbara Diethelm AG
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MwSt-Nr. CHE-101.030.487

1. General, Scope of Application

1.1 The following Terms and Conditions (hereinafter «Terms») regulate the contractual relationship between Lascaux Colours & Restauro, Barbara Diethelm AG (hereinafter «Lascaux») and all persons located in Switzerland and in non-EU countries, which make use of the offerings available in Lascaux' online shop (B2C, hereinafter «Customer»). Opposing or diverging conditions set by the Customer are only applicable if Lascaux has expressly acknowledged them in writing. The language of the contract is German.

1.2 These Terms apply exclusively to the offerings available through Lascaux' online shop. The presentation of products in the online shop does not represent a legally binding offer, it is to be considered a non-committal online catalogue.

1.3 The customer gives his approval to these Terms by clicking on the respectively marked button «read» (I agree to the Terms and Conditions) or similar.

1.4 The Terms apply to use of the websites www.lascaux.de and www.lascaux.ch as well as all subdomains affiliated with these as well as the online shop offerings available there.

1.5 Lascaux reserves the right to modify these Terms at any time. The relevant version is always the version valid at the time the contract was concluded.

The current version of these Terms is valid from 08 August 2021.

2. Conclusion of Contract

2.1 A contract is concluded with a Customer as soon as Lascaux accepts the order of this Customer. The recognition of the contract by Lascaux is realised by delivery of the ordered items. The written copy of the order, which the Customer receives after the order has been transacted, is only a confirmation of transaction, not acceptance of the order by Lascaux. The Customer gives his consent to Lascaux accepting the order only for such items that are in stock (orders not in stock will neither be delivered later).

2.2 By clicking on the purchasing button («Purchase») the Customer transacts a binding order for the items contained in the shopping cart. Before executing the payment the Customer has the option of returning to the shopping cart and changing his order if necessary.

3. Prices

3.1 All offers in Lascaux' online shop are at all times non-committal proposals. They have no long-term validity provided they are not unambiguous offers presented in writing. The offerings available in the web shop are subject to the reservation that the items on offer are in stock.

3.2 The relevant prices are the prices indicated in the web shop at the time an order is submitted. All prices in the web shop represent gross prices in Swiss Francs (CHF) including VAT yet excluding packaging and shipping costs. The collective VAT amount for the selected items is indicated in the overview of the shopping cart. Shipping costs for the order are indicated before the confirmation of the final order.

3.3 A Customer buys items for the price indicated per article valid for the country for which he provides a delivery address.

3.4 The prices as well as the shipping costs charged to the Customer can vary from time to time. The current range in the web shop as well as the applicable prices are to be found on our website www.lascaux.de. Special offers and individual arrangements are reserved.

External Effects on Prices

3.5 If Lascaux is charged additional expenses unknown at the time the contract was concluded owed to circumstances beyond Lascaux' scope of influence, such extra costs are fully at the expenses of the Customer. This applies, for instance, to costs incurred due to regulatory or governmental measures (such as changes in tariffs, taxes, rates, fees etc.).

4. Order Processing and Delivery, Shipping

4.1 As a principle Customers can process orders solely via the order feature in the web shop. Delivery is effectuated by shipping the ordered items to the address provided by the Customer. The invoicing address and the delivery address need not be identical. Collection of ordered items at Lascaux' headquarters is not an option.

4.2 Usually delivery to the Customer is carried out within 3 to 5 week days (Monday to Friday) after receipt of the order confirmation. Information regarding the delivery period is non-binding. Lascaux will assume no responsibility for possible delays of delivery. Indemnification for such incidents is excluded.

4.3 If a product is not available for delivery or not on offer at the time an order is submitted, this will be indicated to the customer in the online shop. Products that cannot be delivered will not be held in delay, nor will they be delivered at a later time. It rests with the Customer to order such items at a later point in time.

4.4 Orders that have been triggered multiple times are treated like individual orders and can as a matter of principle not be cancelled (notwithstanding every consumer's legal right of rescission).

4.5 Deliveries to Customers of Lascaux' online shop are processed by a service provider to be chosen by Lascaux. Costs for packaging and transport insurance are contained in the shipping fees that are to be paid simultaneously with the payment of the order during the order process.

4.6 As a matter of principle merchandise ordered in Lascaux' web shop under www.lascaux.ch is delivered to Switzerland. Lascaux reserves the right to limit deliveries to countries outside of Switzerland. Please observe that items ordered in our online shop in CHF are not delivered to EU member states.

4.7 For technical reasons it may occur that an order needs to be divided into multiple packages.

4.8 In case where deliveries are affected by force majeure, i.e. for instance natural disasters, governmental actions, delayed or erroneous supply, war, civil unrest, industrial action, substantial interruption of operations, epidemics or similar, delivery and service periods are extended reasonably. In the case of extreme cold Lascaux reserves the right to reschedule deliveries. Whenever possible the Customer is informed directly about such instances. Indemnification for delayed deliveries due to the circumstances described above or any resulting cancellation of contract is excluded.

4.9 If the obstruction to our delivery of products and services prevails for more than three months, both parties have the right to cancel the contract.

Shipping Costs for Web-Shop Customers

4.10 Up to an order value of CHF 199.99 including VAT the shipping and packaging fee for deliveries inside Switzerland amounts to CHF 9.80. For orders less than CHF 150.00 an additional delivery charge of CHF 10.00 is billed. For delivery outside Switzerland extra costs and fees can be chargeable at the expense of the Customer. Orders with a value of CHF 200.00 including VAT or more are free of shipping charges except for articles that are unable to send with a regular parcel service. Such large sized articles exceeding a girth of more than 300 cm (for instance MasterPak transport boxes) that need to be shipped by freight incur a shipping fee of CHF 40.00 per parcel up to 100 kg inside Switzerland. For other countries individual shipping fees are calculated and charged. Shipping costs are listed in the order and are always at the expense of the Customer.

5. Transport, Transfer of Perils, Delay of Acceptance

5.1 Delivery is defined as the provision of ordered goods at the Customer' s location.

5.2 Use and peril are transferred from Lascaux to the customer upon acceptance of the order.

5.3 If the ordered items cannot be delivered to the Customer at the specified delivery address, the Customer owes Lascaux the additional amount of CHF 40.00 (per order) as fee for efforts caused by the refusal to accept goods.

6. Terms of Payment

6.3 Web shop Customers need to pay in advance. Lascaux delivers ordered items after receiving the invoiced amount, not before.

6.4 Payment of the amount specified in the order is always transacted in advance in the web shop by means of credit card when the order is concluded. Presently the following credit cards are accepted: Visa and MasterCard. The order is considered valid after the payment carrier has given consent. No orders adhering to reseller conditions (B2) can be transacted in the web shop.

7. Reservation of Title

Until all accounts connected with the delivery contract have been settled, ordered merchandise remains the exclusive property of Lascaux without exception.

8. Transport Damages

8.1 The risk of loss during shipment is taken by the Customer. In the case of damage or loss, only the Customer can make claims against the shipping provider. We ask Customers to report transport damages to us promptly in writing or by telephone so that we can take care of recompensation or, respectively, replacement the delivery.

9. Deficient Goods

9.1 Deficiencies in goods must be reported to us in writing or by telephone within 8 work days after receiving the goods.

10 Right of Return

10.1 Items can be returned to Lascaux within 2 weeks after delivery and acceptance. Please state the reason for returning an item in writing for every piece individually. Send us the respective items in their original packaging together with the delivery note.

10.2 Consumables such as paint, textiles, transport boxes etc. will only be accepted by us in their unopened original packaging.

10.3 When Lascaux is without fault, return shipping costs are at the expense of the Customer.

10.4 After correct receipt of goods we credit the items to the Customers account or transfer the funds to a specified account if the Customer so wishes. Bank charges are at the expense of the account holders. Items from returned deliveries that are damaged due to insufficient packaging or cannot be resold as new merchandise due to having been opened can not be credited at their full price. Retrievals at our expense must be possible during our business hours (8 a.m. - 5 p.m.).

11. Exclusion of Liability

11.1 Lascaux is exclusively liable for damages arising from injury of contractual obligations incumbent on Lascaux, or if Lascaux has caused such damages with gross negligence or intent.

11.2 The maximum amount to be paid for damages is limited to the amount agreed as the purchasing price for the respective delivery.

11.3 Lascaux is not liable for purely financial losses as well as consequential damages and/or reflex damages.

11.4 Changes of price, delivery options, errors, misprints, technical changes remain reserved. Provided samples/images are non-binding. Divergences in appearance and dimensions are permissible.

12. Data Privacy

Our data privacy practices are in accordance with the General Data Protection Agreement (GDPR). Lascaux is obliged to treat a Customer's personal data for permissible purposes, discretely and in accordance with the legal requirements. Approval of these Terms and Conditions comprises consent with the processing of the Customer's personal data.

Detailed information regarding data privacy is to be found on the data privacy page.

13. Changes / Additions

13.1 Lascaux expressly reserves the right to adjust these Terms to changing conditions at any time and apply the changed Terms immediately.

13.2 Therefore the Customer needs to inform himself/herself about the respectively applicable Terms for every order.

14. Severability Clause

14.1 If any clause proves to be ineffective the other provisions remain effective.

14.2 The legal regulations apply in place of the ineffective clause.

15 Applicable Law, Place of Jurisdiction

15.1 The present Terms as well as all sales they apply to are subject to Swiss law. Every legal dispute based on or connected to the present Terms or any sales they apply to is to be processed in accordance with Swiss law, regardless of whether the problem is related to contract law or liability law, or whether it is based on any other clause. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15.2 For possible disputes arising from or in connection with these Terms as well as the affiliated contract the place of jurisdiction is the Lascaux location in Brüttsellen. Lascaux reserves the right to take legal action at the Customers place of residence.