



GENERAL TERMS AND CONDITIONS OF BUSINESS

www.capraneasports.com / www.capraneasports.ch

1. GENERAL PROVISIONS

- 1.1. The website www.capraneasports.com / www.capraneasports.ch represents a service by the company CAPRANEA Sports AG, having its head office at Mühlegasse 18e, 6340 Baar, Switzerland, registered under company number CH-170.3.032.242-2. Constant availability and seamless functionality of this service cannot be guaranteed.
- 1.2. The business transactions between CAPRANEA Sports AG (hereinafter referred to as „Capraneasports“) and the customer („you“) shall be governed by the general terms and conditions of business („T&C“) set out here as well as any individual agreements that may have been made.
- 1.3. The T&C only apply between you and Capraneasports. These shall supersede all other terms and conditions unless Capraneasports has agreed otherwise in writing in advance.
- 1.4. If working days are stipulated as deadlines, this is understood to include all weekdays with the exception of Saturdays, Sundays and public holidays.
- 1.5. On its pages, Capraneasports links to third-party pages on the Internet. The following applies to all these links: Capraneasports has no influence over the design and content of the linked pages. Capraneasports therefore expressly distances itself from all content of all linked third-party pages. This declaration shall apply to all displayed links and all content of linked pages.
- 1.6. By accessing the website www.capraneasports.com / www.capraneasports.ch, you agree to these T&C without reservation.

2. ORDERING

- 2.1. The online shop by Capraneasports merely represents a sales brochure. By presenting the products on the Internet pages Capraneasports is merely encouraging you to submit offers that are binding on you (orders). The automatic order confirmation automatically sent by Capraneasports by e-mail does not yet give rise to a contract of sale.
- 2.2. By transmitting an order you confirm that you have read the T&C and agree to them without reservation.
- 2.3. A contract of sale only comes about when Capraneasports ships the products.
- 2.4. All information relating to availability, shipping and delivery of a product is provisional information and approximate guideline values. They do not represent binding or guaranteed shipping or delivery dates except where such are expressly referred to as a binding date in the shipping options of the respective product.
- 2.5. If, when processing your order, Capraneasports establishes that the products you ordered are not available, we shall notify you without undue delay. In this case, a contract relating to the unavailable products shall not come about given the absence of shipment of the ordered products.



3. PRICES AND TAXES

- 3.1. All specified prices are in Swiss francs (CHF) and include the relevant level of statutory VAT.
- 3.2. Capraneia reserves the right to amend prices at any time, whereby you will be charged for the products on the basis of the prices offered at the point of order.

4. PAYMENT

- 4.1. The payment method available for the webshop is PayPal.
- 4.2. Payment will only be performed if you authorise the relevant credit card company or PayPal to do so. If payment is rejected, Capraneia reserves the right to cancel the order and halt dispatch of the products.
- 4.3. If you pay by credit card, your card will be charged the amount of the ordered products plus shipping costs five working days after order confirmation.
- 4.4. Data security is guaranteed through PayPal. Details:
<https://www.paypal.com/uk/webapps/mpp/paypal-safety-and-security>

5. DELIVERY

- 5.1. Standard delivery costs are 6 CHF. We offer free worldwide shipping on all orders over 250 CHF.
- 5.2. The average delivery time is two to ten working days depending on destination.
- 5.3. Capraneia does its utmost to meet the stated delivery times. However, Capraneia is not responsible for any delivery delay, irrespective of the causes.
- 5.4. Capraneia retains title to the delivered goods until full payment has been received.

6. RETURNS AND EXCHANGE

- 6.1. The customer has to register the return of articles online. After entering the order reference number (to be found in the delivery note) in his personal account on www.capraneia.com / www.capraneia.ch he will get a return number. The return number has to be written on the provided field on the second page of the delivery note. The second page of the delivery note then gets packed with the returning articles in its original packaging and can be sent to:



Customer within Switzerland:

CAPRANEA Sports AG
Caprane AG
c/o Cargocare AG
Gebäude G1
CH-8423 Embrach-Embraport

Customers outside Switzerland:

CAPRANEA Sports AG
Auslieferungslager EU
c/o Cargocare GmbH
Augartenstrasse 27
AT-6890 Lustenau

- 6.1. Any costs and risks incurred in the event of returns or exchanges shall not be borne by Caprane.
- 6.2. Products can only be returned within 14 days of receipt.

7. GUARANTEE AND LIABILITY

- 7.1. All products are covered by a manufacturer's guarantee against manufacturing defects. This guarantee applies for twelve months from receipt of the product (guarantee period). Please inspect the products for defects immediately on receipt. If you notice something during this inspection, please contact our customer service team immediately.

CAPRANEA Sports AG
Mühlegasse 18e
CH-6340 Baar
web@caprane.com

- 7.2. If a guarantee claim arises, you are only entitled to have us exchange the defective product for an equivalent, defect-free product during the guarantee period. Any additional or more extensive guarantee claims shall be excluded.
- 7.3. Caprane excludes any liability on any legal grounds in connection with these T&C and the contractual relationships based on them to the extent permissible by law.

8. DATA PROTECTION

Caprane takes the protection of your personal data very seriously and complies with data protection laws. Personal data are only collected on our website to the extent that this is technically necessary. Caprane shall treat personal data strictly confidentially and shall not sell nor pass it on to third parties.

In close cooperation with our hosting provider, we make every effort to protect the databases from access by unauthorized persons, as well from loss, misuse or forgery.



9. INTELLECTUAL PROPERTY

All texts, comments, articles, illustrations and images on www.capraneia.com / www.capraneia.ch are copyrighted, and Capraneia holds all rights thereto. Any use or reproduction of all or parts of the information published on the website is not permitted without the written authorisation of Capraneia and may be subject to legal proceedings.

10. CLOSING PROVISIONS

- 10.1. The website and the products have been produced in accordance with Swiss legal provisions. Capraneia accepts no liability for non-compliance with legal provisions if the website or products are used in a different country.
- 10.2. The information on the website serves merely to illustrate the products on offer and is not contractually binding. Capraneia shall not be liable for errors or deviations.
- 10.3. Where these T&C have been applied to the contractual relationship with you, Capraneia is entitled to unilaterally amend these T&C to the extent that this is necessary to remedy any disruption of the equivalence mandate (violation of the rule that the value of duties on both sides must remain roughly the same) or to adapt to altered legal or technical framework conditions. Capraneia shall notify you of any amendment of the content of the amended provisions. If you do not make a written objection within six weeks of receipt of the notice of amendment, Capraneia shall assume that you agree to the amendments.
- 10.4. Should any individual provisions of the contract including these T&C be or become invalid in full or in part, or should the contract contain an unforeseen omission, this shall have no bearing on the validity of the remaining provisions or parts of such provisions. The applicable statutory stipulations shall take the place of the invalid or absent provision.
- 10.5. The place of jurisdiction for any disputes arising in connection with these T&C and the contractual relationships based thereon, irrespective of the legal grounds, is the place of the registered office of Capraneia (Baar, Switzerland). Capraneia is alternatively entitled to make a claim against you at your place of residence.
- 10.6. These T&C, the contractual relationships based thereon and any disputes in this respect are governed by substantive Swiss law under the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (known as the Vienna Convention) and conflict-of-laws provisions.