

General terms and conditions

1. Scope of application

Dini Chance GmbH is a limited liability company incorporated under Swiss law with its registered office in Regensdorf (hereinafter referred to as "Dini Chance").

These general terms and conditions (hereinafter "GTC") apply to all contracts concluded between the customer and Dini Chance. Within the framework of the ordering process, the customer acknowledges the GTC in the version valid at the time of placing the order. Dini Chance does not accept any other general terms and conditions.

The order of the goods is only permitted to those persons who can conclude legally binding contracts.

2. Services

The offers of Dini Chance are subject to confirmation and are not to be understood as binding offers. The contract between the customer and Dini Chance is concluded upon receipt of payment and order confirmation. Every contract is subject to the condition precedent that the goods are available. Dini Chance may cancel orders due to external circumstances beyond its control without incurring any costs.

All information, photos, product information, etc. are provided without guarantee. The valid specifications at the time of delivery are decisive.

All prices are in CHF and include value added tax, recycling fees and copyright levies, if any, but do not include any shipping costs. These will be shown separately in the order process and will be charged additionally.

This remains subject to technical modifications and errors. Prices are subject to change without notice.

The payment modalities can be found in the respective offer.

Dini Chance's offers are aimed at end consumers. Dini Chance therefore reserves the right not to accept orders, in particular if quantities of goods that are not customary in households are ordered. Dini Chance reserves the right to limit the quantities delivered for certain goods. Dini Chance is entitled to make partial deliveries.

The delivery takes place exclusively via dispatch (within Switzerland and in the Principality of Liechtenstein). The type of delivery selected in the order cannot be changed after completion of the order.

The stated delivery periods are only approximate values and are not binding. If a delivery deadline cannot be met, the customer may withdraw from the order after a period of grace of at least 30 days has expired, which he/she has given notice of in writing. The customer may not assert any further claims. In the event of force majeure such as strikes

and other industrial action, riots, war, natural catastrophes as well as in the event of delivery being blocked by the manufacturer or sub-supplier, this shall not class as a delay in delivery.

Dini Chance's service is an obligation to dispatch and is fulfilled with the handover to the transport person. After dispatch, the risk of accidental deterioration and accidental loss of the goods shall pass to the customer.

The goods shall not become the property of the customer until the purchase price has been paid in full. Until then, the customer may not dispose of the goods, in particular not sell, rent or pledge them. Dini Chance is entitled to have a retention of title entered in the retention of title register. With the order and the simultaneous confirmation of the GTC, the customer gives his/her consent to the entry of such a reservation of title.

The customer has a 14-day right of revocation. The revocation can take place without indication of reasons. Excluded from the right of withdrawal are foodstuffs as well as hygiene articles such as erotic articles, underwear, swimwear, cosmetic products.

In order to comply with the revocation period, it is sufficient that the customer has handed over the goods on the last day for return to the post office or another shipping company. The goods must be returned to the following address in their original packaging, complete with all accessories and enclosing the completed return receipt:

Dini Chance GmbH Adlikerstrasse 292 8105 Regensdorf

The customer shall bear the costs of the return shipment. If the goods are not returned in proper condition, the resulting loss in value will be charged. If the goods are returned properly, the customer will be refunded the price paid without shipping costs after checking the goods.

3. Notes for individual offers

Wine, beer and cider may not be sold or handed over to under-16s and spirits, aperitifs, alcopops and tobacco products not to under-18s.

Erotic products may not be sold or handed over to under-18s.

When purchasing such goods, the customer confirms that he/she is of the appropriate age.

4. Intellectual property

The customer expressly acknowledges that there are intellectual property rights (in particular trademark rights, copyright, design rights, etc.) on the content, images, photos or the goods themselves.

5. Warranty

Any warranty is excluded, in particular cancellation and reduction are excluded. A guarantee is not granted.

6. Liability

Dini Chance shall only be liable to the customer for culpa in contrahendo and gross negligence.

All cases of breach of contract and their legal consequences as well as all claims by the customer, no matter on what legal grounds they are made, are conclusively regulated in these general terms and conditions. Other claims of the customer are excluded to the extent permitted by law. Dini Chance as well as auxiliary persons and possible vicarious agents of Dini Chance are not liable for damages which did not occur on the goods themselves, in particular not for consequential damages, lost profit or other financial losses of the customer.

7. Final clauses

Dini Chance may make changes to the GTC at any time with effect for the future. Customers will be informed of these changes with reasonable advance notice. The customer is required to read the GTC from time to time.

Subsidiary agreements or deviating agreements require the written form.

Should any provision of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the statutory provisions.

Swiss law applies exclusively, to the exclusion of the conflict-of-law rules, in particular the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes is the registered office of Dini Chance.