

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of FLYER AG, Schwende 1, CH-4950 Huttwil, Switzerland

Last revised June 2021

I. SCOPE

The latest version of these T&Cs apply all contracts concluded between an end consumer and us for the supply of goods as well as to our services and warranty contracts. Any other T&Cs or other contractual arrangements with our customers shall only become an integral part of the contract only become an integral part of the contract if we have recognized them as such in writing. The following T&Cs also apply if we carry out an order, even though we are aware of T&Cs of the purchaser that deviate from these T&Cs.

You may print out or save these T&Cs or download them as a PDF file.

II. CONCLUSION OF CONTRACT

1. The contractual partner when obtaining our apps from an app store and for all products purchased from our shop is FLYER AG, Schwende 1, CH-4950 Huttwil:

<https://www.flyer-bikes.com/de-ch>
+41 62 959 55 55

2. The information you receive via our website, via a FLYER app or in any other promotional material does not constitute a binding offer. This kind of offer will only be made following your order. An order is triggered by clicking on the "Save" (for free products or services) or "Save and pay" input field. You will receive a confirmation of receipt from us for this order, but this only confirms receipt of your order. After reviewing your order, we will send you a written order confirmation. The contract with us only comes into being with the order confirmation. Please read the order confirmation carefully as it contains details of our contract.

In derogation from the above, a warranty contract is concluded as soon as you select the type of warranty and click on the "Save" (for our free FLYER Plus warranty) or "Save and pay" (for the FLYER Premium warranty) input field.

3. Warranties and warranted characteristics only exist if they are expressly issued by us as such or are described as such in the product documentation.

III. DELIVERY TIMES AND DATES

1. The delivery periods we specify in the order confirmation are approximate dates that may be exceeded due to circumstances beyond our control (such as production bottlenecks at our suppliers). In this case, we will inform you of an expected new delivery date. Notwithstanding the above, we are entitled to make partial deliveries insofar as this is reasonable for our customers.

2. Events that are unforeseeable, unavoidable and beyond our control (so-called "force majeure"), such as war, riots, official measures, natural disasters, delays in transit, labor disputes, strikes, violent clashes, pandemics or other events beyond our control release us from our obligation to deliver on time for the duration of these events.

3. If deliveries are delayed beyond the date specified in Section 1, the customer is entitled to rescind the contract following a reasonable period of notice if we are responsible for the delay.

4. If a customer is in default of acceptance or violates any other obligations to cooperate, we are entitled to store the order at the customer's risk and expense or to withdraw from the contract following a reasonable period of notice, without prejudice to our other rights.

IV. DISPATCH, PACKAGING, TRANSFER OF RISK

1. We offer shipping for all products. You will receive our software products by way of a download.

2. Unless otherwise agreed, shipping shall take place via an appropriate transport route in standard packaging. The additional shipping costs can be found in your shopping cart. The customer is responsible for disposing of the packaging.

3. Risk is transferred upon delivery of the ordered goods or services to a customer.

V. PROPRIETARY RIGHTS

1. All graphics, text, images, videos and programs (apps) that you can receive or acquire from us, or that are published on our website or in any other material from our company, are protected by copyright and may not be published, decompiled, reproduced, distributed, made available to others or processed, used or published in any other way, in whole or in part. Reverse engineering, further transfer or licensing are not permitted.
2. Insofar as you obtain an app from us, we grant you a non-exclusive, non-transferable, non-licensable right to use the app for private purposes in the forms of use presented with our app for the term of the agreement concluded with you for this purpose. Any other use as well as any processing or modification, including the removal of copyright notices or references to our brands, logos, CI or business signs, is prohibited.
3. The use of our IP trademarks, logos or other company symbols is only permitted with our prior consent.

VI. PAYMENT, RETENTION OF TITLE

1. We offer various payment methods on our shop page. No further costs will be incurred if you choose these payment methods:
2. Unless agreed otherwise, an amount to be paid by you (e.g. a purchase price or fee for the FLYER Premium warranty) is due in full as soon as the invoice is received. In case of default of payment, we charge the statutory interest on arrears. Should you fail to make a payment, or fail to make it on time, we may withdraw from the contract with you if the statutory conditions are met. All invoices and any credit notes will be sent to you by electronic means only.
3. We shall retain title to the goods or services until receipt of the amount to be paid and any ancillary costs as well as a right of retention with regard to the services to be rendered.

VII. CANCELLATION POLICY

1. Cancellation policy

You have the right to cancel this contract within 14 days without giving reasons. The cancellation period is 14 days from the date on which the contract was concluded. If you wish to exercise your right of cancellation, you must inform us, i.e. FLYER AG, Schwende 1, CH-4950 Huttwil, +41 62 959 55 55, widerrufsrecht@flyer.ch, of your decision to cancel this contract in a clear statement (e.g. a letter sent by post, fax, or email). In order to comply with the cancellation period, it is sufficient that you send notification that you are exercising your right of cancellation before the end of the cancellation period.

2. Consequences of cancellation

If you cancel this contract, we are obliged to refund all payments we have received from you, including delivery costs (except for any additional costs incurred if you chose a method of delivery other than the low-cost, standard delivery offered by us), without delay and no later than 14 days from the day on which we receive notification of your withdrawal from this contract. We will refund you using the same payment method that you used for the original transaction, unless otherwise expressly agreed with you. Under no circumstances will you be charged fees for this refund. You must return or hand over the goods to us without undue delay and in any event no later than fourteen days from the day on which you notify us of your cancellation of this contract. The deadline is met if you dispatch the goods before the end of the fourteen-day period.

You shall bear the direct costs of returning the goods.

You shall only be liable for any depreciation of the goods if this is due to handling other than that necessary to ascertain the nature, characteristics and proper functioning of the goods.

3. Special notes for digital products and downloads

If you purchase digital products or download content, your aforementioned right of cancellation will expire when we begin to execute the contract after you:

- a. have expressly agreed that we may commence execution of the contract before the expiry of the objection period, and
- b. have confirmed that you are aware that by agreeing to this, you lose your right of cancellation as soon as the execution of the contract commences.

VIII. WARRANTY, LIABILITY

1. We warrant that our products are free from defects and of the agreed quality at the time of the transfer of risk. Insofar as we provide digital content, we will notify you of any updates required to maintain conformity with the contract. If a customer fails to carry out an update despite having been informed by us, we shall not be liable if the product defect is due to the failure to carry out the update.

2. In the case of digital products, we decide how we can ensure that a digital product is in compliance with the contract in the event of a defect. For all other products you may choose between a subsequent delivery or abatement and removal. However, we may refuse performance if the customer does not provide us with the defective goods for inspection despite a request on our part to do so.

Warranty claims due to defects of which the customer was aware at the time the contract was concluded or at the time of receipt/acceptance are excluded, unless the customer has expressly reserved their rights.

3. Any damage incurred during transportation does not release us from our statutory obligations. Notwithstanding the above, we ask our customers to help us enforce our claims against our forwarders by immediately reporting and damage incurred during transportation (with picture(s) and a description of the defect).

4. In case of slight negligence, we and our vicarious agents shall only be liable for a breach of essential contractual obligations (essential contractual obligations are those whose fulfillment is a prerequisite for the proper execution of the contract and on whose fulfillment by us you may therefore habitually rely). In this case, our liability and that of our vicarious agents shall be limited to compensation of typical and foreseeable damages and expenses.

The above liability exclusions and limitations do not apply to liability arising from the assumption of a warranty, for fraudulent concealment of a defect, injury to life, limb or health as well as for liability under the German Product Liability Act (ProdHaftG). We shall also be liable without limitation in the event of gross negligence and willful intent.

IX. SCHLUSSBESTIMMUNGEN

1. Swiss law shall apply, to the exclusion of the provisions of private international law, especially the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. You can reach the platform for the European online dispute resolution procedure with the following link: ec.europa.eu/consumers/odr/. We do not participate in such dispute resolution procedures.