

# General Terms and Conditions of Sale

The present general terms and conditions of sale define the contractual relationship

**between:**

**Swiss Aero Pro, A. Wagnières**, Rue du Village 10, 1125 Monnaz, Switzerland (hereinafter referred to as the **"Seller"**),

which provides the following services in the field of aviation: support courses, information and advice, as well as the management, sale and presentation of aviation equipment and all other activities related to the aviation brand **"Swiss Aero Pro ®"** (hereinafter: the **"Brand"**),

**and**

any natural or legal person viewing or purchasing products offered by the Seller for itself or for a third party (hereinafter: the **"Purchaser"**).

The Purchaser and Seller shall be collectively referred to as the **"Parties"** and individually referred to as the **"Party"**.

## 1. Purpose

The purpose of these general terms and conditions of sale (hereinafter **"T&Cs"**) is to define the rights and obligations of the Parties for orders intended to be delivered to the Purchaser as a result of connections made via Internet and on the website [www.swissaeropro.com](http://www.swissaeropro.com), the Seller's online shop (hereinafter: the **"Website"**), as well as for any transaction between the parties concerning products offered by the Seller, whether by means of sales in person or orders by e-mail.

The Purchaser hereby declares that he/she is aware of these T&Cs and that any order of one or more products by the Purchaser entails his/her unconditional acceptance and his/her prior agreement to comply, fully and completely, with these T&Cs, which shall prevail over any other document, except where specifically provided for in writing by the Seller. This acceptance is not dependent on the Purchaser's written signature.

## 2. Scope of application

These T&Cs apply to all legal acts concluded between the Seller and the Purchaser.

### 2.1 Orders

Any Purchaser wishing to buy from the Seller declares that he/she has full legal capacity and is an adult.

The Purchaser may navigate freely on the various pages of the Website, without any obligation to place an order. The information on the Website does not constitute an offer in the legal sense of the term, so that only an order made between the Purchaser and the Seller on the Website or by e-mail constitutes such an offer.

Orders must be placed in writing (online shop, e-mail, letter, mail). Receipt of the order is confirmed to the customer by means of an order confirmation via e-mail.

In case of incorrect or unwanted orders, the order must be cancelled within one hour by e-mail ([info@swissaeropro.ch](mailto:info@swissaeropro.ch)). Otherwise the order is considered to be confirmed.

In case of cancellation of the order, a processing fee of CHF 40 will be charged to the Purchaser.

Unless the order is cancelled as specified above, the goods ordered must be accepted by the Purchaser. If the Purchaser refuses to accept or collect a parcel, a processing fee of CHF 40 as well as the shipping and packing costs will be charged to him/her.

## **2.2 Proof of order**

It is expressly agreed between the Seller and the Purchaser that e-mails, as well as the automatic registration systems used on the Website, are binding between the Parties, in particular as regards the type and date of the order.

## **2.3 Delivery**

Goods shall be delivered as soon as possible, subject to availability of stock.

Delivery shall be made by post or any other delivery service provider, as per the prices applied by them. Once the order has been prepared, it will be sent to the postal address provided by the Purchaser at the time of ordering. The Seller does not bear any responsibility for incorrect or incomplete information provided by the Purchaser.

Responsibility for the risk of loss or destruction of the ordered items lies with the Purchaser from the time the items are shipped by the Seller, even if the Purchaser has not yet become the owner.

## **2.4 Prices**

Prices listed on the Internet are only valid for orders placed via the Website. All published prices are indicative and are constantly adapted to the market. It is possible that prices indicated in our retail outlets may differ from prices on the Website.

Goods are payable at the time of ordering and in all cases before delivery at the latest. The Seller reserves the right not to ship ordered goods before receiving full payment for the order, including fees.

VAT is applied exclusively to Purchasers whose address or registered office is in Switzerland or Liechtenstein. For all other Purchasers whose address or registered office is outside Switzerland or Liechtenstein (export of goods), VAT will be invoiced and collected in the country of residence or registered office of the Purchaser. The Seller is not responsible for fees incurred or VAT applied outside of Switzerland and Liechtenstein.

## **2.5 Terms of payment**

Payment methods accepted are PayPal, credit card and bank transfer.

### 3. Returns

Within seven (7) days of receipt of the goods, a Purchaser who is not satisfied with his purchase may indicate to the Seller, by e-mail, that he wishes to return the merchandise ordered.

Return of goods is at the Purchaser's expense. At the Purchaser's request, the Seller shall indicate as accurately as possible the foreseeable costs of returning the goods (e.g. shipping costs from abroad, customs, etc.).

The foreseeable costs indicated by the Seller are payable to the Seller by PayPal, credit card or bank transfer. Upon receipt by the Seller of confirmation of payment by the Purchaser of the foreseeable costs, the Purchaser may return the goods to the Seller.

In the absence of payment by the Purchaser of the foreseeable costs before returning the goods, the Seller shall not accept the goods returned by the Purchaser and the total price of the order shall be due in addition to the cost of returning the goods.

Upon request, the Seller shall provide the Purchaser with proof of the actual cost of returning the goods.

Any portion of the cost paid by the Purchaser which exceeds the foreseeable cost shall be reimbursed to the Purchaser. Conversely, any portion of the cost not paid by the Purchaser shall be due to the Seller. A request made by e-mail by the Seller, with supporting documents, shall be expressly considered by the Parties to be a request for reimbursement of these costs, in proper and due form.

**Where the Purchaser is dissatisfied with an order relating to a Phonak Aviation Headsets product, the Purchaser must pay the fixed amount of CHF 160, in addition to the costs of return. The warranty provisions provided by the manufacturer are applicable.**

### 4. Defects

#### 4.1 Warranty exclusion

The Seller disclaims all warranties for defects in goods ordered and/or sold.

The photographs and texts reproduced, illustrating the products presented are not contractually binding. Consequently, the Website and the Seller (and its affiliates) cannot be held responsible in the event of an error in photographs or texts.

The Seller (and its affiliates) cannot be held liable for breach of contract in the event of products being out of stock or unavailable, in case of force majeure, disruption, flood, fire or strikes, in particular by postal services and means of transport or communication. The Seller is not liable for any direct or indirect damage owing to said risks.

Any liability for consequential damage, loss, or damage resulting from improper handling is excluded for all products. There is no right to a replacement device.

## **4.2 Phonak Aviation Headset products**

The Purchaser is informed that for Phonak Aviation Headsets items, a warranty is provided by the manufacturer. The manufacturer (not the Seller) shall decide whether a defective item is covered by the warranty or not. The warranty for Phonak Aviation Headsets products is valid for 60 months from the date of purchase. The warranty expires in case of modification or repair of the goods by the Purchaser or a third party. This warranty is provided here for information purposes and these T&Cs do not replace the manufacturer's specific warranty provisions, which prevail over these T&Cs.

It is the Purchaser's responsibility to verify without delay the condition of the goods delivered in order to exclude material and manufacturing defects, as well as damage due to transport. In accordance with the law, the Purchaser is obliged to report any defects or anomalies affecting the delivered goods to the manufacturer that provides the guarantee.

The merchandise must be returned to the Seller at the Purchaser's expense. The Seller is responsible for forwarding the goods on to the manufacturer. The manufacturer will decide whether or not the defect claimed by the Purchaser is covered by the warranty or not.

The Purchaser is required to indicate on the parcel: "Return under warranty, value 0". If this information is not included, Swiss Aero Pro, A. Wagnières shall require reimbursement of the costs incurred due to the absence of this information (in particular customs charges).

The return of goods after repairs made under warranty is free for Purchasers whose address/registered office is in Switzerland or Liechtenstein. For all Purchasers whose address/registered office is outside of Switzerland or Liechtenstein, the cost of shipping related to the return of goods after repairs made under warranty shall be borne by the Purchaser.

The cost of returning goods after repairs made outside of warranty shall be borne by the Purchaser, in addition to the costs of repair.

Neither the Seller nor the Website shall be responsible for any information that turns out to be incorrect in the context of these T&Cs as regards the content and operation of the warranty provided by the manufacturers.

## **5. Final provisions**

### **5.1 Design, modification, duplication, reproduction**

The Brand Swiss Aero Pro ® is a registered trademark. Any duplication, modification or reproduction without the authorisation of the Seller is strictly prohibited.

### **5.2 Data protection**

All personal data is considered confidential. The information necessary for managing the order will be subject to computer processing and may be communicated to associated companies in the context of managing the order (delivery provider).

### **5.3 Partial invalidity**

If one or more provisions of these T&Cs are held to be invalid or declared as such under any law or regulation or following the final decision of a competent court, the other provisions shall retain their full force and effect.

#### **5.4 Entirety of agreement**

These T&Cs and the order summary sent to the Purchaser form a contractual unit and constitute the entirety of the contractual relations between the Parties.

In the event of any discrepancy between these documents, the T&Cs shall prevail.

#### **5.5 Changes to the T&Cs**

It is specified that the Purchaser may save or print these T&Cs, provided that he/she does not modify them.

The current T&Cs can be consulted at any time under the section "General Terms and Conditions of Sale" on the Website.

The Seller may modify these T&Cs at any time. The version of the T&Cs in force at the time of the order remains decisive and may not be changed unilaterally for this order.

#### **5.6 Jurisdiction and applicable law**

All relations arising from transactions between the Parties and/or the connection to and/or use of the Website are subject to Swiss law exclusively.

Any dispute or legal action relating to the performance, breach or interpretation of the contract between the Parties and these T&Cs will be submitted to the ordinary courts of the Swiss canton of Vaud, subject to the possibility of appeal to the Swiss Federal Supreme Court.