

## **General terms and conditions for orders from the online shop of the Lake Zurich Navigation Company (ZSG)**

### **1. Scope of application**

When a customer places an order via the ZSG online shop on the [www.zsg.ch](http://www.zsg.ch) website (Online Shop) these general terms and conditions shall exclusively apply in the version in force at the time of the order. By placing the online order, the customer confirms his or her full acceptance of these terms and conditions.

Solely these general terms and conditions shall apply. Terms and conditions proposed by the customer that oppose or deviate from these general terms and conditions will not be recognised unless approved by ZSG in writing in the individual case.

### **2. Conclusion of contract**

#### **2.1 General information**

The entire range available in the ZSG Online Shop on the [www.zsg.ch](http://www.zsg.ch) website does not constitute an offer to conclude a purchase contract with ZSG and is merely a non-binding invitation to the customer to place an offer.

When the customer of ZSG places an order in the Online Shop, he or she makes an offer to conclude a purchase agreement with ZSG for the products ordered from the Online Shop. The customer receives confirmation of receipt of the order (order ID + No.). This confirmation does not constitute acceptance of the customer's offer and merely provides information of receipt of the order by ZSG.

#### **2.2 Confirmation of receipt**

The purchase agreement for the products ordered in the Online Shop is only concluded when ZSG confirms the order to the customer by means of the email address provided during the ordering process ('confirmation of receipt') or sends the customer the products ordered. ZSG reserves the right to refuse orders without giving any reason.

If ZSG is unable to fulfil the customer's order (for example, because the products ordered are not available), ZSG does not send confirmation of receipt and instead informs the customer of the unavailability. Any products that are temporarily unavailable are put on reserve for the customer and the customer's order remains valid.

ZSG expressly advises that all products in the Online Shop are sold in small quantities only. This applies to the number of products ordered in a single order as well as to the placing of several orders for the same product, with the individual orders being for small quantities.

### **3. Delivery information and delivery costs**

The products ordered are delivered by mail to the address specified by the customer in the order. The delivery period is normally seven working days from confirmation of receipt. Information on the estimated delivery time can be provided by ZSG Customer Service on request. Any details of the estimated delivery date are non-binding. Delivery of items to addresses outside Switzerland can only be arranged following advance payment and with a billing address in Switzerland. The customer bears all risks associated with postal delivery to the address specified by the customer. ZSG is entitled to make partial deliveries and provide partial services, insofar as these are reasonable for the customer. If ZSG sends partial deliveries, any additional delivery costs shall be covered by ZSG.

The delivery cost is CHF 10.-. The delivery cost is documented in the confirmation of receipt.

### **4. Prices and payment terms**

The prices of the products in the Online Shop on the [www.zsg.ch](http://www.zsg.ch) website are in Swiss francs (CHF) and include statutory VAT. The prices do not include delivery costs or any processing fees. ZSG reserves the right to adjust the published prices at any time. The prices that apply for the customer are the prices in force at the time of the order via the Online Shop and shown on the order confirmation.

For all claims by ZSG with respect to the customer arising from the sale of products from the Online Shop, the customer can only offset any counterclaims if the counterclaims of the customer have been established as legally valid or recognised in writing by ZSG.

#### **4.1 Invoice payment**

The invoice amount is due within 10 days from the date of invoice. In case of default ZSG is entitled to charge the customer default interest at the rate of 5%. If the customer is in default, ZSG is also entitled to demand a fixed fee for collection costs incurred to the amount of CHF 10.-. The right of ZSG to seek further sums for damages remains unaffected, particularly with respect to enforcement of the claim.

### **5. Retention of ownership**

ZSG retains ownership of the products ordered until receipt of all payments.

### **6. Gift vouchers**

The following terms and conditions apply to gift vouchers purchased online on our website:

<https://shop.e-quama.ch/zuerichsee-schiffahrtsgesellschaft/en/terms>. It is not permitted to sell or trade gift vouchers in any way without the prior written consent of ZSG.

## **7. Warranty and liability**

If any of the products ordered are defective, the statutory provisions apply. If the customer establishes a deficiency or an incorrect delivery, he or she must notify ZSG of this in writing within ten days from delivery. If a product is defective, ZSG has the option to repair or replace the defective product. ZSG does not charge a delivery fee for replacement products. The customer has the right to return incorrect deliveries. Any claims of the customer with respect to ZSG expire if the defects or incorrect deliveries by ZSG are not notified in writing within 10 days of delivery of the product ordered.

Any further claims of the customer, in particular the right to cancellation of the order, reduction of the price or compensation, are expressly excluded to the extent legally permissible. ZSG specifically disclaims any liability for incidental damages, including lost revenues or profits, loss of use, cost of capital or the purchase cost of replacement products.

ZSG is liable without limitation in as far as the damage was caused by intent or gross negligence. Any further liability of ZSG is excluded.

## **8. Data protection**

ZSG ensures compliance with the statutory data protection regulations. The customer recognises that he or she informs ZSG of various items of personal information such as name, address, phone number, email address (customer data) via the online order, and he or she is in agreement that ZSG uses, stores and processes this customer data, to the extent useful or necessary to process the order, safeguard technical security and for billing and encashment purposes. The customer also agrees to the customer data being used by ZSG for marketing purposes (e.g. advertising for ZSG services). ZSG undertakes not to sell customer data to third parties and to handle the customer data as strictly confidential. The customer may request access to the customer data relating to him or her at any time.

The customer is informed that, through the use of the ZSG website, his or her non-personal usage data is saved automatically. This usage data provides information about the IP address, website last visited, browser used, date, time and file requested. ZSG only uses this information to determine the attractiveness of its website and improve its performance and content.

## **9. Amendments to the general terms and conditions**

ZSG can adapt or change these general terms and conditions at any time. Adaptations and changes to the general terms and conditions shall be communicated by appropriate means, in particular by publication on the ZSG website. The current legally binding version of the general terms and conditions is always available to view or print out on [www.zsg.ch](http://www.zsg.ch).

## **10. Severability**

Should one or more provisions of these general terms and conditions be wholly or partially invalid or unenforceable, the validity and enforceability of the remaining provisions and the purchase of products from the Online Shop shall not be affected. In this case the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes closest to the economic purpose of the provision to be replaced. The same applies in the event that these general terms and conditions should contain a legal loophole.

## **11. Use of the ZSG website**

The entire contents of the ZSG website (text, graphics, images, acoustic trademarks and logos, etc.) are protected by copyright and belong, unless stated otherwise, exclusively and comprehensively to ZSG. The ZSG website may also contain references to property rights and copyright of third parties, which must also be observed. Full or partial reproduction, distribution or transmission (electronically or by other means), modification, linking or use of the information and services contained in the ZSG website for public or commercial purposes without the prior written consent of ZSG is prohibited.

## **12. Applicable law / jurisdiction**

These terms and conditions shall be governed exclusively by Swiss law, under exclusion of the Vienna Convention (CISG). If the customer did not place the order for personal private use, but instead for business purposes, the court of jurisdiction for any disputes arising between the customer and ZSG in connection with orders from the Online Shop is the court for the registered office of ZSG. ZSG is free to initiate legal action against the customer at his or her place of residence (natural persons) or its registered office (legal persons).

If the customer places the order for personal private use, the jurisdiction is determined in line with article 32 of the Swiss Code of Civil Procedure (Zivilprozessordnung).

This is an English translation only. The original German version is the legally binding document. In the event of a conflict between the German version of any provision and the English version hereof, the meaning and legal effect of the German version prevails.