

General Terms and Conditions PubliBike Online Shop

1. SCOPE OF APPLICATION

The General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all legal transactions concluded via the online stores www.publibike.ch (hereinafter referred to as "online shop").

PubliBike AG reserves the right to amend these GTC at any time. The version of these GTC in force at the time of the order shall apply and may not be unilaterally amended for this order. Any terms and conditions of the customer that conflict with or deviate from these GTC shall not be recognized.

Deliveries are made exclusively to addresses in Switzerland.

The offer is valid while stocks last.

For all product orders with the requirement of the minimum age of 18 years, the customer confirms with the order the compliance with these legal requirements.

Orders in quantities that are not usual for households can be rejected without justification.

2. INFORMATION

2.1 Product and prices

Images of products in the online shop are for illustrative purposes and are not binding. Our prices are quoted in Swiss francs (CHF). The statutory value added tax of 7.7% is included in the price.

The shipping costs are included in the prices!

PubliBike AG reserves the right to change the prices of the offered products and services at any time. The price in the online shop at the time of the order is decisive for the conclusion of the purchase contract.

2.2 Availability and delivery time

All products offered in the PubliBike Online Shop are in stock and available for immediate delivery.

Although the offer of our online shop is updated several times a day, in exceptional cases it is possible that articles are no longer available in the desired quantity or not available at all. If such a case occurs, the customer will be informed by e-mail or phone and we will look for a solution.

PubliBike AG attaches great importance to providing up-to-date and accurate information on availability and delivery times in the online shop. However, delivery delays may occur, in particular due to supply bottlenecks. All information on availability and delivery times is therefore without guarantee and may change at any time.

3. CONCLUSION OF CONTRACT

The products and prices in the online shop are considered as an offer. However, this offer is always subject to the contract dissolving condition of an impossibility of delivery or an incorrect price.

By submitting an order, the customer enters into a contract of sale with PubliBike Ltd. and confirms that he has read, understood and accepted the general terms and conditions.

4. DELIVERY DATES

If PubliBike Ltd. is in default of delivery, the customer shall be entitled to withdraw from the contract (except in the case of special orders) from the 30th calendar day after the original purchase date. In this case PubliBike will refund to the customer any amounts already paid in advance.

5. DELIVERY

Products and services purchased by the customer can only be delivered to the customer by mail. Promocodes are delivered exclusively by e-mail.

Shipping is done by Swiss Post. Please accept only unopened and undamaged packages. By accepting the package, the customer confirms that the package is in perfect condition.

The delivery address of the customer must be in Switzerland. If this is not the case, the customer bears the possible additional costs.

6. RIGHT OF RETURN

Contact us in any case if you are dissatisfied with your shipment!

customerservice@publibike.ch

Defective items can be returned within five days of receipt, provided that the defect is not due to the customer's fault.

For the returned items, a replacement or a credit note will be sent after receipt of the return and after agreement. Refunds are only possible if the goods are received in perfect, as-new condition. If the return is due to a faulty or defective delivery, PubliBike AG will of course pay the shipping costs. Other returns are not possible.

7. DUTY TO CHECK

The customer shall immediately check delivered or collected products for accuracy, integrity and delivery damage. Delivery damages, wrong and incomplete deliveries are to be reported within 5 calendar days from the date of delivery, including all products in the online shop. The customer is aware that such a report must be made via email to customerservice@publibike.ch.

8. METHODS OF PAYMENT

We offer the following payment methods: PostFinance Card, MasterCard, Visa, American Express and Twint.

9. WARRANTY AND RESERVATION OF TITLE

The statutory provisions on warranty are excluded. The goods remain the property of PubliBike AG until full payment has been made.

10. LIABILITY

PubliBike AG accepts no liability for any damage caused by the use of the purchased products, in particular in the event of improper use or use contrary to the rules and laws.

11. JURISDICTION

Our business activities are based exclusively on Swiss law. The place of jurisdiction is Bern.

If you have any questions about the terms and conditions or your order, please contact us at customerservice@publibike.ch.

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