



supermagnete

General Terms and Conditions (T&C)

§ 1 Purpose and Use of the General Terms and Conditions

These general terms and conditions (hereinafter referred to as T & C) govern the relations between Webcraft AG (as the operator of supermagnete.ch) and the customer. The GTC are an integral part of the agreement between Webcraft AG and the customer.

§ 2 Conclusion of the Contract

The representation of products (supermagnete.ch) does not constitute a legally binding offer but instead an invitation to the customer to place a binding purchase order (offer to conclude a contract) on his part. By clicking the order button, the customer places a binding order for the products listed on the order page. Immediately after receiving the order, the seller confirms receipt of the order by e-mail. The purchase contract is only concluded when the seller confirms the dispatch of the goods by e-mail (order or shipping confirmation) or, at the latest, upon delivery of the goods. In the case of payment in advance, the purchase contract is concluded upon confirmation of receipt of the advance payment by the seller.

§ 3 Prices

All shop prices include 8.1% VAT. Price quotes and order confirmations are binding. Substantial errors are excepted.

§ 4 Place of Delivery and Use of Delivered Goods

We deliver to all countries that are listed in our delivery conditions. Please note that the export of neodymium magnets to the US, Canada and Japan may be subject to patent restrictions. We recommend that you clarify the legal aspects before exporting to these countries.

Ferrite magnets and ferrite products, however, can be exported worldwide without restrictions.

§ 5 Payment terms for customers in Switzerland and Liechtenstein

(See also delivery terms [<https://www.supermagnete.ch//eng/conditions>])

- **Prepayment to our account in Switzerland**

We will send you our account details via e-mail with the order confirmation. As soon as we have received your payment, we will dispatch your order.

- **Invoice**

We will send you an invoice and a pay-in slip with the delivery. The invoice amount is payable without deductions within 14 days (private customers) or 30 days (business customers). We reserve the right to request pre-payment when it comes to first-time or large-value orders. We will then send you an invoice for pre-payment. This will also be enforced in case of larger outstanding balances. In certain cases, for justifiable reasons, such as a credit check, to reduce credit and default risks, to combat abuse or collect outstanding bills, we transmit your data to a credit information institute and receive the necessary data from the providers. Please note our data privacy statement.

- **Credit/debit card (MasterCard, VISA, American Express)**

Payment will be completed at the end of the order over a secure connection.

- **PostFinance Card / PostFinance E-Finance**

After completion of your order, you can execute payment over a secure line with your PostFinance account.

- **TWINT**

You pay your order free of charge directly via your TWINT account. In order to be able to use this payment method, you need to be registered with TWINT and have the mobile app installed. After you ordered, you can confirm the payment with your TWINT mobile app.

- **PayPal**

Payment will be completed at the end of the order over a secure connection.

- **Apple Pay**

You pay your order via Apple Pay. This payment option will only appear if you have already set up Apple Pay.

- **Google Pay**

You pay for your order via Google Pay.

When you pay by credit/debit card, PostFinance, TWINT, Paypal or other means of immediate payment, you will be charged when the order is placed.

Security during payment

The PCI DSS certificate attests that supermagnete.ch meets the high security requirements of the payment card industry.

Default of payment

If a customer does not fulfil their payment obligation in full or in part, Webcraft AG can suspend further product deliveries to this customer.

For a second demand note, Webcraft AG can collect 20.00 CHF as reimbursement for expenses. After unsuccessful demand notes, the invoice amounts can be assigned to a debt collection agency, which enforces the outstanding amounts in their name and at their own expense and can collect additional administrative fees.

§ 6 Payment terms for customers in the EU

Please use our Shop www.supermagnete.de and consult the AGB found there.

§ 7 Incomplete Orders

If an order requires pre-payment and the invoice is not paid within ten days after billing, the order becomes void and the ordered quantities cannot be guaranteed in case of a new order or late payment.

§ 8 Liability

Webcraft AG takes no responsibility for damage and injuries caused by improper or careless use of its magnets. By completing your purchase of our magnets, you are confirming that you have read and understand the following warnings [<https://www.supermagnete.ch/safety>]. Each shipment will contain a warning sheet that contains the same information.

§ 9 Delivery

When orders (or incoming payments via prepayment) are received on a business day before 12:00 o'clock, the shipping occurs on the same day, otherwise the following business day. We cannot accept any responsibility for delayed deliveries.

§ 10 Minimum order

The minimum order amount is CHF 20.00 (including VAT, not including shipping costs).

§ 11 Delivery Delays

Delivery delays that happen during the transport by mail are outside of our sphere of influence and we can therefore not be held liable for it.

Shop Articles

All articles that you ordered in our online shop are in stock and can be shipped without delay. If an article is temporarily not in stock, you cannot put it in your cart in the online shop.

Delays with shop articles can therefore only occur due to waiting time for an incoming pre-payment. Depending on the chosen payment method, it can take several days before your payment is credited to our account. The ordered items remain reserved for you during this waiting period and will be shipped within one business day after receipt of payment. You can shorten the waiting time by sending us proof of payment (via e-mail) or by choosing a faster payment method, e.g. card payment.

Custom-Made Orders

Our offer will include the approximate production time we will need for the manufacture of your custom order. As a general rule, we will arrange for shipment within this time limit.

Large Quantities

Quotations for large quantities indicate an approximate delivery date that can be expected with an immediate order. However, the quoted quantities are not reserved for you at the time of quotation. Therefore, we cannot guarantee that this delivery date is still valid by the time you accept our offer. Only after you accept our offer, we can give you an order confirmation with a definite delivery date. If we cannot keep this delivery date and there is a delay of more than seven days, you can withdraw from our contract without penalty. Further claims for damages due to delayed delivery are not valid.

§ 12 Return policy

Customers from Switzerland and Liechtenstein may return products within 14 days of receipt. Custom-made products can not be returned.

Please contact us via phone or e-mail **before** you return products. This enables us to handle the return quicker and avoid misunderstandings.

Please use our original packaging for your return shipment of magnets or a similarly large and sturdy alternative packaging. Place the magnets in the center and use plenty of filling material all around them.

Returning Address:

Lager Webcraft AG
c/o Murghof Werkstätte
Balierestrasse 29
8500 Frauenfeld

You will receive a refund after we have received the returned products. Postage costs for returned goods are at your expense. Please put enough postage on the package.

§ 13 Warranty

Webcraft AG guarantees the functional efficiency of delivered magnets. Products which are damaged during use **cannot** be returned or exchanged. This includes:

a) for neodymium magnets:

- **Flaking and wear of the surface coating:**
The surface coating of the magnets can flake or chip during improper use, especially when magnets are allowed to collide. Furthermore, it's possible that a thin layer of coating may be worn away due to constant handling.
- **Breaking of the magnets:**
Neodymium magnets can break if dropped to the floor or if two magnets collide. Broken magnets are not covered by the Warranty and can therefore not be replaced.
- **Loss of magnetism due to high temperatures:**
All of our neodymium magnets are - unless otherwise mentioned - heat-resistant up to 80 degrees Celsius. If the magnets are exposed to higher temperatures, they lose a portion of their magnetism.

b) for ferrite magnets:

- **Fine cracks and jagged edges:**
Ferrite magnets can have fine cracks in the surface and jagged edges. This is a product feature due to its production method (sintering) and not a product flaw.
- **Loss of magnetism due to high temperatures:**
All our ferrite magnets are heat resistant up to a temperature of 250 Grad Celsius. When exposed to higher temperatures they lose part of their magnetisation.
- **Demagnetisation by neodymium magnets:**
Strong neodymium magnets can demagnetise or reverse the polarity of ferrite magnets. Those two magnet types have to be stored or transported at a distance of at least 3 cm from each other.

§ 14 Exceptions to the Guarantee

Any further material or legal guarantees, with the exception of those mentioned in § 13, are expressly excluded.

§ 15 Data Protection

Customer data will be used internally at Webcraft AG only and will not be supplied to third parties.

§ 16 Place of Jurisdiction

All obligations are subject to Swiss Law. The place of jurisdiction is Uster, Switzerland.

supermagnete.ch

Legal Representatives of the Company:

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