



General Terms and Conditions of Cervo Volante

1. Applicability

These General Terms and Conditions shall apply to all orders placed by customers via the online shop of Cervo Volante AG, Bergstrasse 162, 8032 Zürich, Switzerland, note@cervovolante.com (hereinafter referred to as Cervo Volante). These General Terms and Conditions are an integral and binding part of every product purchase agreement for all the products in the Webshop.

2. Registration

2.1 Only customers who have properly and truthfully registered shall be permitted to make purchases at Cervo Volante.

2.2 The creation of several accounts and their use by the same person is strictly prohibited.

2.3 Any type of commercial use of the Webshop for the purpose of resale of goods to third parties is explicitly not permitted.

2.4 Violations of the above prohibitions may lead to immediate exclusion from the Online Shop and the assertion of claims for damages and loss of revenue by Cervo Volante.

3. Contract conclusion

3.1 The presentation of products in the online shop does not constitute a legally binding offer but merely an invitation to order.

3.2 Clicking the button “Place binding order” in the shopping basket shall be deemed a binding offer by the customer.

3.3 Cervo Volante may, in addition, limit the maximum delivery quantities per item and customer.

3.4 The automatically generated confirmation email shall document receipt of the order. A binding contractual relationship shall only arise upon Cervo Volante confirming dispatch of the goods by email (shipping confirmation), but at the latest upon delivery of the goods. Credit card Payments will be charged at the moment of closing of the order transaction in the Webshop.

3.5 Should products ordered by the customer not be available any more, the customer shall be informed by email. No contract over the unavailable goods shall be created.

4. Prices and shipping costs

4.1 The prices quoted in the Cervo Volante online shop at the time of ordering shall apply. The prices quoted are net prices including VAT.

4.2 Postage and packaging are charged in addition to every order placed with Cervo Volante. The total invoice amount shall depend on the mode of delivery and payment. Exact shipping costs shall be displayed to the customer during the ordering process. In exceptional cases, and for special promotions, shipping may be free of charge.

5. Terms and conditions of delivery

5.1 Worldwide delivery is available.

5.2 Made-to-stock goods are usually ready for dispatch within two to four days, made-to-order goods after

three to five weeks.

5.3. Benefit and risk in the ordered goods shall pass to the Customer at the time of dispatch from the Cervo Volante warehouse.

5.4 Should the delivery of goods fail by the customer's actions, Cervo Volante shall be entitled to withdraw from the contract. Any payments already made will be refunded to the customer.

6. Payment terms

6.1 Payment may be made by credit card or bank transfer (in Switzerland only). All credit card payments are processed via Stripe. Data is encrypted and transmitted to Stripe for processing.

6.2 Cervo Volante is not obliged to process any orders and has the right to cancel, refuse or suspend an order at its sole discretion, particularly if

- (a) a customer is not or does not appear to be creditworthy,
- (b) has been issued with more than one payment reminder,
- (c) there are justified suspicions of dishonest intentions.

7. Returns

7.1 Returnable items may be returned to Cervo Volante by post within 14 days of the invoice date. The goods must be returned new, unworn, unwashed, without any signs of wearing and in their original condition, including label(s) and original packaging, and with the invoice. Shoes must be returned in their original packaging. The original packaging of shoes (shoe box) may be used as the return packaging. The costs of return postage shall be borne by the customer.

Postal address for returns and exchanges

Switzerland

Cervo Volante Depot
Returns
Seestrasse 108
9326 Horn
Switzerland

European Union

LSVenture OÜ
Kirsi 13
80037 Pärnu
Estonia

7.2 Following products may not be returned:

- Products sold as part of a promotion (e.g. sale, special offers)
- Products labelled “This product is non-returnable”

The above products may, however, be returned if they are defective, incomplete or in bad condition. In these cases Cervo Volante shall endeavor to provide a replacement of the same value. If this is not possible any payment already made shall be refunded.

7.3 Credit notes for returned goods shall be issued to the customer's account. Orders which were prepaid by credit card shall be refunded to the credit card account.

7.4 Cervo Volante reserves the right to refuse returns in cases where the order process is abused (e.g. ordering different sizes of one article for trying on).

8. Title

The goods shall remain the property of Cervo Volante until full payment has been made.

9. Redemption of coupon codes

- 9.1 Coupon codes can be redeemed for orders above the minimum order value stated on the coupon.
- 9.2 No more than one coupon code may be used for each order.
- 9.3 Coupon codes shall be valid for the period stated.
- 9.4 Coupon codes may not be transferred to third parties.
- 9.5 Coupon codes may not be used after an order has already been placed.
- 9.6 Coupon code credits shall not be paid out in cash or earn interest.

10. Warranties

10.1 Cervo Volante guarantees operational resources and reasonably foreseeable requirements., Cervo Volante cannot guarantee its services when circumstances outside its control prevent Cervo Volante from a due performance.

10.2. The customer is aware that Cervo Volante provides services over the Internet, which implies the use of communication networks. Notably, based on technical interruptions, business interruptions as well as failures of communication networks and/or the failure of IT infrastructure, temporary limitations or interruptions might influence and/or prevent Cervo Volante to provide its services as agreed in this contract. Cervo Volante does not guarantee for a non-interrupted availability and a lack of technical flaws.

11. Liabilities

11.1 In case of violations of its contractual obligations as set forth in this General Terms and Conditions, Cervo Volante assumes liability for any direct and verified damages that resulted from unlawful intent or gross negligence by its employees or auxiliaries. Cervo Volante's liability is limited up to the sum of the purchase order.

11.2 Any liability of Cervo Volante for simple negligence and consequential damages is explicitly excluded.

12. Liability of customers

12.1 The customer is liable for any direct and verified damages that resulted from his own unlawful intent or gross negligence.

13. Data protection

13.1 Cervo Volante shall only store data which is required for the purposes of customer service. Cervo Volante observes the code of ethics of the Association of Swiss Mail Order Traders (*Schweizerischer Versandhandel VSV*) in this regard.

13.2 In order to create a customer account, customers will be required to provide personal data. This includes first name, last name, email address, addresses and telephone number. The information labelled with an asterisk is necessary for the processing of orders. The provision of additional personal data is voluntary and is used to create a customer profile. This is used by Cervo Volante for the purposes of data processing, administration of customer accounts and for marketing, for example the personalised sending of newsletters if the customer wishes to receive these.

13.3 Cervo Volante uses cookies. However, these are merely used for storing customer transactions and facilitating the customer's future visits and purchases. Cookie permissions may be changed in the security settings of the customer's browser.

13.4 Cervo Volante uses Google Analytics to enable analysis of website usage. This generates anonymized analyses and diagrams. Google Analytics is used merely for the purposes of Cervo Volante's own market research and for anonymized remarketing measures in order to adapt the design of the website optimally to customer requirements.

13.5 No personal data is transferred to third parties without the customer's knowledge, except for data which has to be transmitted in order to implement orders, handle and control payments, carry out credit checks, and perform statistical analyses.

13.6 User details may be changed at any time in "My account" – "Edit your account information". Addresses can be changed in "My account" – "Modify your address book entries"

14. Changes to the General Terms and Conditions

These General Terms and Conditions may change. We therefore state the date of the last amendment. Version 2: 24.10.2018

15. Severability

If any term or provision of these Terms and Conditions is held invalid, the legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In such an event, the Parties commit themselves to compose a legally valid replacement rule which approaches the invalid provision as closely as possible within the economic intent of their agreement. The remaining provisions shall thereby continue in full force and effect as if these Terms and Conditions had been agreed upon with the invalid term or provision omitted from the outset.

The same ruling applies in case that the General Terms and Conditions contain any contractual gaps.

16. Prevailing Language

In the event of discrepancies between the English and the German Version of the General Terms and Conditions, the German version shall prevail.

17. Applicable law and jurisdiction

This Agreement shall be exclusively governed by, construed and interpreted in accordance with the substantive laws of Switzerland, excluding the Swiss conflict of law rules and the United Nations Convention for the International Sales of Goods ("Vienna Sales Convention").

Any dispute under this Agreement shall be submitted to the sole and exclusive jurisdiction of the competent Courts at Cervo Volante's legal seat, with the exclusion of any other jurisdiction or arbitration.

Any questions?

Please do get in touch with us! We will happily answer all your questions and are available to help and advise you.

We look forward to hearing from you!

Your Cervo Volante Team

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Switzerland

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