



GENERAL TERMS & CONDITIONS OF "THE FONDUE BOX"

Last updated: July 2022

Table of Contents

1.	About The Fondue Box	4
2.	Introduction.....	5
2.1.	Scope of application.....	5
3.	Products and Services.....	6
3.1.	Product and price.....	6
3.1.1.	Products	6
3.1.2.	Prices	6
3.1.3.	Contract conclusion	6
3.2.	Payments.....	6
3.2.1.	Payment methods	6
3.2.2.	Delay of payment	7
3.3.	Reservation of ownership	7
3.4.	Availability, delivery date and delivery times.....	7
3.5.	Customer obligation to inspect products.....	7
3.6.	Order change or cancellation	8
3.7.	Returning non-defective products.....	8
3.7.1.	Product return	8
3.7.2.	Non-allocatable returns.....	8
4.	Warranty.....	9
4.1.	Basic provisions.....	9
5.	Liability and exclusion of liability.....	10
6.	Disclaimer.....	11
6.1.	No liability for completeness and accuracy	11
6.2.	Limitation of liability.....	11

GENERAL TERMS AND CONDITIONS (GTC)

6.3.	Using the "TFBox" website	11
6.4.	Links	11
7.	Privacy Statement.....	13
7.1.	How do we protect your personal data?.....	13
7.2.	How long do we keep data for?.....	13
7.3.	What rights do you have in respect to your personal data?	13
7.4.	When do we collect your personal information?	14
7.5.	Which personal information do we collect?.....	14
7.6.	Why do we process personal data?	14
7.7.	How do we use cookies and comparable technologies? ..	15
7.7.1.	Why do we use cookies?	15
7.7.2.	Which cookies do we use?	15
7.7.3.	Which data are stored in cookies?	15
7.7.4.	How can you prevent the storage of cookies?.....	16
7.7.5.	How do we use social plugins?	16
8.	Further provisions.....	17
8.1.	Copyright notice	17

1. About The Fondue Box

This website, www.thefonduebox.com is owned and operated by Switzerland Calling Ltd. Registered Office Address: MHR Consultancy Ltd., Ferneberga House, Alexandra Road, Farnborough, GU14 6DQ. Company Registration No. 04909227.

The business of "The Fondue Box" is a trading name of Switzerland Calling Ltd..

The Fondue Box in this document is called "TFBox".

2. Introduction

2.1. Scope of application

The present general terms and conditions (hereinafter "GTC") apply to all legal transactions.

"TFBox" reserves the right to change these GTC at any time. The version of the GTC is valid at the time of order placement applies and may not be changed unilaterally for the respective order. Adverse or conflicting terms of the customer will not be recognised.

The range of products and services available in the online shop is exclusively intended for customers whose place of residence is within the United Kingdom.

Deliveries are made exclusively to addresses in the United Kingdom.

Products are available for as long as they can be found through the search engine in the online shop and/or while stocks last.

Customers confirm compliance with the legal provisions for all product orders with a minimum age requirement of 18 (particularly for products, which may contain alcohol).

3. Products and Services

3.1. Product and price

3.1.1. Products

Product images used for advertising, brochures, the online shop etc. are for illustration purposes only and are not binding.

Product information available through the online shop is compiled to be as customer-friendly as possible but is not binding.

3.1.2. Prices

All prices quoted are net, in British Pounds; include value added tax.

In addition to the final price, a minimum order surcharge of maximum £7.00 can be charged for order totals of below £30.–.

“TFBox” reserves the right to change prices of products and services at any time. The prices stated in the online shop at the time of order placement apply.

3.1.3. Contract conclusion

Products and prices stated in the online shop are deemed to constitute offers. However, these offers are always subject to the inability to deliver or incorrect price quotations, both of which lead to contract cancellation.

A contract for products or services from “TFBox” shall be deemed concluded with “TFBox” as soon as an order has been placed by the customer in the online shop, by telephone or e-mail (hereinafter referred to as “contract”).

Customers are informed of their order placement by means of an automatically generated order confirmation by “TFBox”, which is sent to the e-mail address provided by the customer. The receipt of the automatically generated order confirmation does not constitute a commitment that the product will be delivered. It solely notifies the customer that the placed order was received by the online shop and a contract was therefore concluded with “TFBox” under condition of deliverability and correct price quotation.

3.2. Payments

3.2.1. Payment methods

“TFBox” claims all payments for products and services purchased on the “TFBox” online shop directly from the customer.

Payment must be made in British Pounds.

When paying by credit card or other instant payment methods, the amount is debited at the time of order.

In case of prepayment, delivery is made only after receipt of the payment. The products in stock are reserved until the expiration of the payment term, which is at least 10 calendar days. Products that are delivered to customers directly by a merchant or an external distributor are only ordered upon receipt of payment.

3.2.2. Delay of payment

Should customers fail to settle their payment obligations in whole or in part, all outstanding amounts owed to "TFBox" for any purchases become immediately due (within 5 calendar days from the first reminder for prepayments).

"TFBox" levies an administrative charge of £5 from the second reminder and £20 from the third reminder. Should the reminders be unsuccessful, "TFBox" may be contracted to a collection agency. Any further additional cost have to be fully paid be the customer.

3.3. Reservation of ownership

All ordered products remain the property of "TFBox" until payment is received in full. "TFBox" is entitled to make an entry in the register for reservation of ownership. Without the express consent of "TFBox", no pledging, transferring of security, processing or modification is permitted prior to transfer of ownership.

3.4. Availability, delivery date and delivery times

"TFBox" is committed to providing up-to-date information on availability and delivery times in the online shop. However, production and delivery shortages in particular may cause delivery delays for "TFBox". Therefore, all information on availability and delivery times is subject to change.

Together with the confirmation, the customer either is provided with a provisional delivery date or is contacted so that an individual delivery date can be arranged.

If delivery by "TFBox" is delayed, customers are entitled to withdraw from the contract. In such an event, "TFBox" will refund the customer any amount paid in advance. No further claims towards "TFBox" apply.

3.5. Customer obligation to inspect products

Customers are obliged to immediately inspect the delivered products for correctness, completeness and potential transport damage.

If the delivery is carried out by a service partner, the customer must state the defect on the delivery note.

GENERAL TERMS AND CONDITIONS (GTC)

The customer shall inform "TFBox" of any defects, or false or incomplete deliveries, immediately after detection thereof and within three (3) calendar days after receipt of the delivery at the latest.

The notification address is: complaints@thefonduebox.com

The customer must retain the product in the condition it was delivered in and may not use it.

3.6. Order change or cancellation

Order placement obliges the customer to accept the products and services. "TFBox" may, at its own discretion, accept subsequent order changes or cancellations by the customer and invoice an inconvenience charge of 20% of the cancelled order value, as well as any value loss of the ordered products.

In the event of (partial) inability to deliver (condition leading to termination) after order placement or contract conclusion, the customer is immediately informed by e-mail. If the customer has already made the payment, the amount is refunded. If no payment has been made, the customer is exempted from the obligation to pay the amount due. Further claims for delivery delay or delivery failure are excluded.

3.7. Returning non-defective products

3.7.1. Product return

"TFBox" grant the right to return ordered products within a maximum of 14 calendar days from their dispatch.

Customers must inform "TFBox" in writing via email to

complaints@thefonduebox.com

within three days after arrival of the shipment. Goods have to be returned according to the instructions given. The products, together with all accessories, must be properly packed and returned in their original packaging. Damaged products cannot be returned or will be fully invoiced to the customer, respectively.

Should customers exercise their right of return according to the above-mentioned return conditions, "TFBox" shall refund the total purchase price.

3.7.2. Non-allocatable returns

Returns that cannot be allocated or returned to a customer are retained for two months by "TFBox" before being disposed of.

4. Warranty

4.1. Basic provisions

"TFBox" warrant for two years from delivery date that the ordered product will be free from defects and fully functional. This warranty period continues to be valid irrespective of the fulfilment of possible warranty services. "TFBox" shall provide warranty either by

- repairing the product free of charge (original warranty period continues to apply to the entire product);
- providing a partial or full replacement with an equivalent product (for replacement within the first year of warranty, the original warranty period continues to apply. For replacement within the second year of warranty, the warranty period is one year starting from the time of replacement);
- replacing the product through "TFBox" (the warranty period of two years starting from the time of replacement applies);
- providing a refund at current price (no more than the sales price at the time of the original order); or
- giving a price reduction.

"TFBox" explicitly exclude warranty for wear and tear parts. All further reaching and in particular the legal provisions for warranty are excluded.

5. Liability and exclusion of liability

Liability is based on the applicable legal provisions. However, in no event shall "TFBox" be liable for (i) slight negligence, (ii) indirect and consequential damage and subsequent damage and loss of profit, (iii) unrealised savings, or (iv) damage resulting from delivery delay, or (v) any acts and omissions on the part of auxiliary persons of "TFBox", be this contractual or non-contractual.

Moreover, "TFBox" will not accept any liability in the following cases:

- storage, setting or use of products that is improper, unlawful or contrary to contract;
- use of incompatible spare parts or accessories;
- failure to maintain and/or improper modification or repair of the products by our clients or a third party;
- force majeure, particularly natural hazards, moisture, shock and impact etc. that are not caused by "TFBox" or official orders;
- illness caused by allergic reactions to food provided.

6. Disclaimer

Persons accessing information on the "TFBox" website agree with the following conditions.

6.1. No liability for completeness and accuracy

All information published on the website is made available by "TFBox" and is for personal use and information purposes only; it may be changed at any time and without prior notice. "TFBox" assumes no liability (neither expressly nor impliedly) for the accuracy, completeness and timeliness of the information published on the "TFBox" website; even though all due care was taken during the collection of sources regarded as trustworthy.

6.2. Limitation of liability

"TFBox" accepts no liability for loss or damage of any kind – whether it be for direct, indirect or consequential damage that may arise from the use of or access to the "TFBox" websites or from any links to third-party websites. "TFBox" does not warrant that the individual parts of the website run flawlessly. Furthermore, "TFBox" accepts no liability for any manipulation of the internet user's IT system by unauthorised persons. "TFBox" expressly points out the risk of viruses and the possibility of targeted hacker attacks. In order to prevent viruses, using the latest browser version as well as installing a regularly updated antivirus software is recommended. Users should strictly avoid opening e-mails of unknown origin or unexpected e-mail attachments.

6.3. Using the "TFBox" website

The entire content (design, text, graphics ...) of the "TFBox" websites is copyright protected. The websites' individual elements are the exclusive property of the website operator "TFBox". The saving or printing of individual pages and/or sections of the "TFBox" websites is only permitted with full reference to the source. By saving or reproducing software or other data from the "TFBox" websites, the respective terms and conditions are deemed accepted. All property rights shall remain with "TFBox". The (full or partial) replication, transmission (electronically or by other means), modification, linking or use of the "TFBox" websites is permitted only with the express written authorisation of "TFBox".

Furthermore, it is prohibited, in particular, to use tools (e.g. Spider, Crawler and other automatic tools) designed to systematically and automatically access, index and/or transmit "TFBox" website content. "TFBox" explicitly reserves the right to take action against the responsible parties, namely to claim compensation for damages.

6.4. Links

Certain links on the "TFBox" websites lead to third-party websites, which are completely beyond the control of "TFBox". Accordingly, "TFBox" assumes no

GENERAL TERMS AND CONDITIONS (GTC)

responsibility for the accuracy, completeness and legality of the contents of such websites or for any offers and services contained therein.

7. Privacy Statement

Data protection is a matter of trust, and your trust is important to us. We respect your personality and privacy. We also want to make sure that your personal data are protected and processed in accordance with the law.

It is important to us that you agree to your personal data being processed. In this privacy statement we will provide you with comprehensive information about the data processing methods we use.

This privacy statement covers both historical and future personal data. If you agree to your data being processed, we will process not only personal data collected by you in the future in accordance with this privacy statement, but also your personal data that we already have on file.

When we refer in this privacy statement to the processing of your personal data, we mean any form of handling of your personal data. This includes, for example:

- the collection,
- storage,
- management,
- use,
- transmission,
- disclosure or
- deletion of your personal data.

7.1. How do we protect your personal data?

We have technical and organisational security procedures to maintain the security of your personal data and to protect your session data and personal data against unauthorised or illegal processing and/or against unintentional loss, modification, disclosure or access. Nevertheless, you should always be aware that the transmission of data over the Internet and other electronic means entails certain security risks, and that we cannot give any guarantee for the security of data that are transmitted in this way.

7.2. How long do we keep data for?

We keep your personal data for as long as we consider necessary or reasonable to comply with the applicable laws, or for as long as this is necessary for the purposes for which they were collected.

7.3. What rights do you have in respect to your personal data?

You have the right to assert your data protection rights at any time, and to obtain information about your stored personal data, to rectify, add to, object to the processing of your personal data, or demand the deletion of your personal data. We reserve the right to correspond with you electronically in this connection (especially by e-mail).

7.4. When do we collect your personal information?

We collect your personal data whenever we are in contact with you. There are many kinds of situations in which we are in contact with you. For example, we collect your personal data under the following circumstances:

- When you purchase our goods or services via our website;
- When you register a product or service purchased from us;
- When you receive a newsletter or other advertisement about our products and services;
- When you communicate with us by telephone, fax, e-mail, voicemail, text messaging (SMS), picture messaging (MMS), video messaging or Instant Messaging.

7.5. Which personal information do we collect?

The personal data collected are similarly varied. Firstly, we collect personal data which you make available to us. For example:

Data about you:

- Name and first name;
- Date of birth;
- Gender;
- Home address;
- Delivery address;
- Invoice address;
- Credit card and account information;
- Telephone number(s);
- E-mail address(es);
- Details of newsletters subscribed to or other publicity;
- Consent to receive advertising material.

Data relating to customer activities:

- Purchasing information (including date of purchase; time of purchase; type, quantity and value of the products and services purchased; shopping basket; cancelled shopping basket; payment method used; paying agent; purchasing history;
- Customer service information (including product returns, complaints, guarantee claims, delivery information).

7.6. Why do we process personal data?

We process your personal data for a variety of purposes. These purposes can be summarised in different groups. In particular, we may process all or some of your personal data for one or more of the following purposes:

Purposes of processing in connection with our products and services

- Supply and sale of our products and services;
- Handling of orders and contracts, including sending of order and dispatch confirmations, delivery confirmations, delivery and invoicing.

Purposes of processing in connection with customer communication

- Provision, administration and realisation of customer communication by post and via electronic communications media;
- Business communication by post and by telephone, fax, e-mail, voicemail, text messaging (SMS), picture messaging (MMS), video messaging or Instant Messaging;
- Assessing the use of our products by telephone, fax, e-mail, voicemail, text messaging (SMS), picture messaging (MMS) or Instant Messaging such as: type of use, frequency and duration of use, exact location of use.

7.7. How do we use cookies and comparable technologies?

Cookies are small files which are stored on your computer or mobile device when you use our websites. We would also like to provide you with comprehensive information about our use of cookies.

7.7.1. Why do we use cookies?

The cookies that we use serve, firstly, to ensure that our websites function properly – such as shopping basket functionality. We also use cookies to match our Internet product to your wishes as a customer and to make web surfing with us as comfortable as possible for you. We also use cookies to optimise our advertising. With cookies we can present you with advertising and/or particular products and services that might be of special interest to you based on your use of our website. Our aim is to make our web product as attractive as possible for you and to present you with advertising that corresponds to your areas of interest.

7.7.2. Which cookies do we use?

Most of the cookies we use are automatically deleted from your computer or mobile device after your browser session has ended (so-called session cookies). For example, we use session cookies to store your regional and language defaults and your shopping basket over different sites in a web session.

In addition, we use temporary and permanent cookies. These remain stored on your computer or mobile device after the end of the browser session. Then, when you revisit one of our websites your preferred entries and settings are automatically identified. Depending on which type they are, these temporary and permanent cookies remain stored on your computer or mobile device for between one month and ten years, and are automatically deactivated after the end of the programmed period. They are used to make our websites more user friendly, more effective and more secure. Thanks to these cookies you will have, for example, information displayed on the site that is tailored especially to your interests.

7.7.3. Which data are stored in cookies?

No personal data are stored in the cookies we use. The cookies used by us cannot be assigned to a specific person. When a cookie is activated the person will be allocated an identification number.

7.7.4. How can you prevent the storage of cookies?

Most web browsers automatically accept cookies. They can, however, instruct your browser not to accept any cookies, or to ask you each time before a cookie from a website you have visited is accepted. You can also delete cookies from your computer or mobile device by using the appropriate function on your browser. If you decide not to accept our cookies or the cookies of our partner companies, you will not be able to see certain information on our websites or use a number of functions which should improve your visit.

7.7.5. How do we use social plugins?

Our websites use social plugins, e.g. from Facebook, Twitter or Google+. The plugins are labelled with the logo of the provider, and may be, for example 'Like' buttons or a Google+ button or Twitter button.

When you call up our websites which contain such a plugin, your browser sets up a direct connection with the provider's computers. The content of the plugin is transmitted by the provider site directly to your browser, which integrates it into the website. By integrating plugins the provider receives the information that you have called up our website. If you are simultaneously logged in to the provider, the provider can assign the visit to your profile. If you interact with the plugins – for example by activating the "Like" button or making a comment – the relevant information is transmitted by your browser directly to the provider and stored there.

If you do not want the provider to collect data about you via our website, you must log out of the provider before you visit our website. Even if you are logged out, providers collect anonymised data via social plugins set up a cookie for you. If you log into the provider at a later time, these data may be assigned to your profile.

If a login is provided via a social login service – e.g. Facebook Connect – data are exchanged between the provider and our website. In the case of Facebook Connect that may be, for example, data from your public Facebook profile. By using such login services you agree to the transfer of data.

Please refer to the data protection notices of the provider for the purpose and scope of data collection and the further processing of your data by the provider, as well as your respective rights and setup options to protect your privacy.

- Facebook Ireland Ltd. or Facebook Inc.: <https://www.facebook.com/about/privacy/>
- Google Inc.: <http://www.google.com/intl/de/privacy/plusone/>
- Twitter Inc.: <http://twitter.com/privacy>

If you do not want the provider to collect data about you via these cookies, you can select the "block cookies from third-party providers function in your browser settings. Then if there is embedded content from other providers, the browser does not send any cookies to the server. It is possible that with this setting other functions on our website will no longer function.

8. Further provisions

8.1. Copyright notice

All rights to these GTC, particularly copyrights, are reserved by "TFBox".

All reproduction, distribution or other use is prohibited except with written permission from "TFBox". In the event of breach of this requirement, "TFBox" reserves the right to take legal action.

* * * * *