

General Terms and Conditions - Ralf Schwesinger / Mr & Mrs T on Tour

1. General information

The general terms and conditions (GTC) apply to all services and products provided, and sold to the customer or customer by Ralf Schwesinger (hereinafter referred to as "supplier"). Via the website www.mrandmrstontour.com the supplier mainly sells books.

Differing regulations are only applicable if they have been expressly agreed upon in writing between the supplier and the customer. By completing and sending or placing the order for the corresponding products, the customer accepts these terms and conditions.

Specific or general terms contradicting these GTC are not accepted by the supplier and shall have no validity in the relationship between the supplier and the customer. Individual agreements take precedence over these GTC.

2. Conclusion of contract

The contract between the customer and the supplier comes into effect by placing or sending the order. The content and scope of services are defined by the present general terms and conditions or by any individual agreements.

Offers unless limited in time are always subject to change without notice until the conclusion of the contract, especially regarding prices, delivery obligations, delivery quantities and delivery times.

3. Prices

Prices are quoted in the designated currency. The prices at the time of order, or individual agreements respectively are final.

4. Advance payment

The supplier reserves the right to demand payment in advance without stating reasons.

5. Deliveries

The place of performance for the delivery is the registered office of the supplier. Upon transfer of the goods to the post office, parcel service, the forwarding agent or carrier, the transportation risk passes to the customer. The packaging and postage costs will be charged to the customer.

6. Delivery dates

Certain delivery dates have not been agreed and serve information purposes only. The customer is obliged to accept the delivered goods. The supplier expressly reserves the right to supply certain customers only by advance payment without further justification. If the supplier cannot meet the delivery obligations due to operational disruptions, labor shortage, strike, failure to deliver on its own, fire damage, armed conflicts, official orders, significant changes in currency conditions or as a result of force majeure, it shall be released from the obligation to perform. The customer can only claim damages from delayed delivery if the supplier can be charged with intent or gross negligence. If the supplier is obliged to pay compensation, the amount of liability is limited to the

net invoice value. Loss of profit, consequential harm caused by a defect and damage to third parties will not be compensated.

7. Right of withdrawal / Right to return

The customer has the right to withdraw from the contract with the supplier until dispatch.

Once the product has been handed over to the post office, parcel service, the forwarding agent or carrier, there is neither a right of withdrawal nor does the customer have the possibility to return the product.

8. Obligations of the customer

The customer is obliged to provide truthful information in their user account. He is also obliged to inform the supplier of any changes in a timely manner.

9. Payment

The customer has the option of paying the outstanding invoice amount online by credit card or Paypal, by invoice or by advance payment. For orders paid by invoice, the invoice will be sent to the customer together with the delivery or by separate mail. The supplier also reserves the right to check the creditworthiness of the customer. Furthermore, the supplier expressly reserves the right to only deliver orders against advance payment without stating reasons. Unless otherwise agreed in writing, the invoice amounts are payable at the latest within 20 days from the invoice date. Orders placed by invoice must be paid within 48 hours of receipt of the invoice, otherwise the order expires. Payment settlements due to any counterclaims of the customer are not permitted.

Upon expiry of the 20 days period, the customer will be in default. Subject to any further rights, the supplier shall charge the customer a default interest of 5% of the purchase price. The customer's default occurs when the time limit is exceeded, without the necessity of a reminder. The supplier is further entitled to commission third parties with the billing and collection of payments and to make the necessary data available. The goods remain the property of the seller until complete payment has been made.

10. Warranty and liability

The supplier guarantees that the sales products are handed over free of material damage and defects in title.

The customer is obliged to make a complaint about any defects of the rental objects immediately upon delivery.

The supplier is not liable for damage to the products after delivery. The customer is required to provide evidence that the goods were defective at the time of delivery.

If the customer asserts justified warranty claims, the supplier may either refund the purchase price in the form of a voucher or deliver replacement goods at its own discretion. Further claims due to defective delivery, especially claims for damages including lost profits or other financial losses of the customer, are completely excluded, unless the cause of damages is based on a deliberate act or gross negligence on the part of the supplier.

The supplier shall only be liable for damages demonstrably sustained intentionally or because of gross negligence. Liability for consequential and indirect damages is excluded in any case.

11. Privacy

The supplier shall take all reasonable measures to protect the saved data. Access by third parties to data stored by the supplier or a contractual partner of the supplier does not lead to liability on the part of the supplier or its contractual partner. The supplier uses customer data to fulfill its services offered in compliance with the contract and the law, to maintain customer relations and to submit offers. The customer declares their full agreement with the storage and utilization of their data by the supplier. The customer can prohibit the use and processing of their data for marketing purposes at any time.

The separate Data Security Policy forms part of these terms and conditions and is fully accepted by the customer when using our website.

12. Severability clause

If any provision of this agreement is held to be invalid or unenforceable, the validity of the remaining provisions shall not be affected. In such a case the parties are required to replace the corresponding provision with a valid, feasible provision that comes closest to the intended purpose of the original provision.

13. Applicable law, place of jurisdiction

The GTC and the legal relationship between the supplier and the customer are subject to Swiss law. The sole place of jurisdiction is the registered office of the supplier.