

General Terms and Conditions

1. General information

Unless otherwise agreed in writing, the following provisions shall apply to all purchases of our goods as well as to all services offered by Blue Level GmbH. These terms and conditions are deemed to be accepted upon receipt of our order confirmation/invoice or upon acceptance of our goods or services.

2. Conclusion of the contract

Conclusion of contract in the online shop: The presentation of our products in our online shop does not constitute a legally binding offer, but rather a non-binding invitation to place an order from our online catalogue. After entering the information required to process the contract, and selecting the method of payment and delivery, the customer submits a binding offer by clicking on the link marked "confirm order".

Blue Level GmbH is not required to explicitly declare its acceptance of the offer. Blue Level GmbH is entitled to declare the acceptance by supplying and/or delivering the goods, by sending an acceptance email or by informing the customer that the goods have been dispatched within ten working days from receipt of the customer's offer. Directly after submitting the offer, the customer will receive an automatically generated email confirming the receipt of the offer on the Blue Level GmbH server. This email explicitly does not constitute the acceptance of the contractual offer. Blue Level GmbH is free to reject orders completely or partly without giving reasons. In this case the customer will be informed and any payments already made will be refunded. Further claims are excluded.

Conclusion of contract not in the online shop: The offers of Blue Level GmbH are subject to change and are not to be understood as a binding offer. Also the prices in the catalogues are not binding. A contract is only valid by the written confirmation of Blue Level GmbH. Oral or written agreements respectively changes of assigned orders also need a written confirmation by Blue Level GmbH to be valid.

The text of the contract is saved and the order data and the General Terms and Conditions are sent to the customer by e-mail. All previous orders can be viewed by the customer in the login area.

3. Range of products

All product information is non-binding. Blue Level GmbH reserves the right to make changes to the design and technical details of the goods which improve their function. Errors in descriptions, images of products or pricing are expected.

4. Prices

The stated prices (incl. 8.1 % VAT) include the statutory Swiss VAT of 8.1 percent. The stated prices (incl. 19 % VAT) include the statutory German VAT of 19 percent. All prices are given per unit in Swiss francs or euros. Blue Level GmbH is subject to statutory Swiss and German VAT.

If relevant cost factors (such as e.g. wage, material, energy, insurance costs, public charges, exchange rates, unpredictable events etc.) change before delivery of the goods, Blue Level GmbH is entitled to make corresponding price adjustments even after completion of the contract.

5. Terms of payment

Payment can be made in the form of an advance payment, "Postcard" payment card or credit card. After consultation, we can also deliver against invoice. For each warning issued as a result of late payment, we shall charge 25 Swiss francs (20 euros) for damages caused by the delay as well as interest of 5 %. In the event that an order is not picked up, we will charge a contribution fee of 5 % of the value of the goods, amounting at least to 50 Swiss francs (42 euros), plus postage or freight expenses. Orders may only be cancelled in consultation with Blue Level GmbH.

6. Delivery conditions

The goods are delivered to the curbside without installation or assembly. The products ordered can only be sent to a Swiss address. The customer must ensure in good time before dispatch of the goods that access for trucks to the bristle edge is guaranteed in the case of delivery by a forwarding agent (goods usually over 30 kg). If direct delivery by truck is not possible, the customer must either organize the last mile at his own expense or a corresponding surcharge must be agreed in advance. For deliveries by a forwarding agent (usually goods over 30 kg), the customer agrees to provide a delivery address that is continuously manned by either the customer him or herself or by a representative, to ensure that someone is present to accept the goods in person. The customer will be charged for any additional delivery attempts made by the forwarding agent due to there being no one on site to accept the goods in person.

Goods will be delivered by Blue Level GmbH, the transport company or other third parties. Generally, we insure all deliveries against damage and loss during transport. As a rule, the goods are ready for dispatch within 2-10 working days after conclusion of the contract, provided the goods are in stock with us or a partner. Otherwise, a written confirmation with the expected delivery date will be sent out when the goods are ready for dispatch. The subsequent shipping time after the goods have been shipped varies, depending on the type of delivery (parcel, truck) and the customer's place of delivery. If Blue Level is unable to meet the confirmed delivery date, the customer has the right to withdraw from the contract from the 30th working day after the originally confirmed delivery date, unless the goods are not prefabricated and for the production of which an individual selection or determination by the customer is decisive or which are clearly tailored to the personal needs of the customer. Claims for damages due to delayed and/or omitted delivery are strictly excluded.

7. Carrier damage

Our products are carefully and properly packaged. The delivered goods must be immediately (!) inspected upon receipt for noticeable carrier damage. If damage is found, please take the following action immediately:

- Apparent damage on the packaging must immediately be noted on the delivery note and signed by the deliverer. Please also inform Blue Level GmbH about the transport damage.
- Damage discovered after this time must be disclosed to the deliverer (for example: parcel service, lorry delivery) or to Blue Level GmbH in writing (damage claim).

The customer shall not suffer any disadvantages by failing to take these immediate measures. The legal claims and warranty rights remain unaffected. With these immediate measures the customer helps Blue Level GmbH to enforce the claims against transport insurance and forwarding agents.

8. Revocation policy and revocation form

Consumers have the following right of revocation:

You have the right to revoke this contract within fourteen days without giving reasons.

The cancellation period is fourteen days from the day on which you or a third party you have designated, who is not the carrier, took or has taken possession of the last goods.

In order to exercise your right of revocation, you must inform us

Blue Level GmbH Säntisstrasse 17
CH-8280 Kreuzlingen Switzerland
Telefax: +41 (0)71 672 44 53
E-Mail: info@bluelevel.ch

of your decision to revoke this contract by means of a clear declaration (e.g. letter sent by post, fax or e-mail t). You can use the model withdrawal form below, but this is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notice of the exercise of the revocation right before the expiry of the revocation period.

Consequences of the revocation

If you revoke this Agreement, we will refund all payments we have received from you, including delivery costs (except for the additional costs resulting from your choosing a delivery method other than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day we receive notice of your cancellation of this Agreement. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise; in no event will you be charged any fees for this refund. We may refuse to refund until we have received the goods back or until you can prove that you have returned the goods, whichever is earlier."

You must return the goods immediately and in any case within fourteen days from the date on which you notify us of the revocation of this contract. Return the goods to us or to

Blue Level GmbH
c/o Swisslogistik e. K.
Max-Stromeyer-Str. 170
D-78467 Konstanz
Germany

The deadline is met if you dispatch the goods before the expiry of the 14-day deadline. You bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods which is not necessary for checking the quality, properties and functioning of the goods.

The right of revocation does not apply to the following contracts:

- Contracts for the supply of goods which are not prefabricated and for the manufacture of which individual choice or specification by the consumer is decisive or which are clearly tailored to the personal needs of the consumer.
- Contracts for the supply of goods which can spoil quickly or whose expiry date would be quickly exceeded.
- Contracts for the supply of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.
- Contracts for the delivery of goods if, after delivery, they were inseparably mixed with other goods due to their nature.
- Contracts for the supply of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery.
- Contracts for the supply of newspapers, magazines or periodicals, with the exception of subscription contracts.

Model recall form

If you wish to revoke the contract, please fill out this form and send it back to us:

Blue Level GmbH
Säntisstrasse 17
CH-8280 Kreuzlingen
Switzerland
Fax: +41 (0)71 672 44 53
E-Mail: info@bluelevel.ch

I/we (*) hereby revoke the contract of sale concluded by me/us (*) of the following goods (*)/the provision of the following service (*):

Ordered on (*): _____

Received on (*): _____

Name of the consumer(s): _____

Address of the consumer(s):

Date: _____

Signature of the consumer(s): _____

* delete as applicable

9. Retention of title

If we deliver against invoice, the delivered products shall remain under the ownership of Blue Level GmbH until full payment has actually been made. We are entitled to make an entry in the Swiss Registry of Retention of Title. If the customer falls into arrears on the purchase price, Blue Level GmbH is entitled to withdraw from the contract by issuing a notice of withdrawal and to take the products back into its possession.

10. Guarantee, warranty for defects and liability

The customer is entitled to the statutory warranty rights. Furthermore, the guarantee provisions of the product manufacturers apply. The invoice is valid as the proof of guarantee. The guarantee shall expire in particular if improper changes or repairs have been made to the products. To the extent permitted by statutory provisions, Blue Level GmbH's liability for damages is excluded: In particular, Blue Level GmbH shall not be liable for damages due to improper use or natural wear and tear, or for damages that have not arisen on the product itself (consequential damages).

In the event of damage, the customer has right to have the defective machine repaired during the guarantee period. The decision on the manner in which the damages are to be rectified lies exclusively with Blue Level GmbH. The delivery is to be inspected for damage and missing items immediately upon receipt. Obvious damages must be disclosed to us immediately, at the very latest within 8 days. Repairs that have to be made at our expense require our prior written approval. The customer must inform Blue Level GmbH in writing (e.g. by email). Both will then decide together whether the defective device may be repaired by the customer at his/her premises (by receiving spare parts) or if it must be sent to us for repair. The right of cancellation or price reduction is excluded. We guarantee to repair our goods quickly and professionally.

11. Reference

The customer grants Blue Level GmbH the right to name the customer in the reference list (Internet site or other advertising material) free of charge. It is a simple right to use the customer's company name and logo. The customer can, of course, revoke this right at any time towards Blue Level GmbH.

12. Intellectual property

Blue Level GmbH reserves all rights for the design, texts and graphics of our websites (homepage), especially proprietary rights and copyright. Disclosure to third parties requires the prior written approval of Blue Level GmbH, Kreuzlingen.

13. Data protection

Blue Level GmbH ensures that customer data acquired in the course of the ordering process will only be used in connection with processing the order and will only be processed, stored and used for internal purposes. We guarantee that all personal data will be handled according to the data privacy act and the appropriate legal norm. By entering your personal data you consent to your data being collected, processed and used for the purpose of customer care. It will not be passed on to third parties. Further information is also available here.

14. Place of jurisdiction and applicable law

Customers from Switzerland: These GTC and the contracts concluded on the basis of these GTC are subject to Swiss law to the exclusion of the UN Sales Convention. Place of jurisdiction is Kreuzlingen TG (Switzerland) or any other legal place of jurisdiction at the choice of Blue Level GmbH.

The following applies to all other customers: Swiss law applies to all transactions. Place of jurisdiction is Kreuzlingen TG (Switzerland). However, this shall only apply to you as a consumer to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which you have your habitual residence. The provisions of the UN Convention on Contracts for the International Sale of Goods expressly do not apply.

15. Final provisions

Should any provisions of these general terms and conditions be ineffective in whole or in part or later lose their legal effect, this shall not affect the validity of the remaining provisions. The currently valid version of our general terms and conditions is available online. All previous versions lose their validity when a new version is published. The valid version for each contract shall be the one valid at the time the contract was terminated. Foreign language translations of these general terms and conditions only serve to improve understanding among our customers. The German version shall prevail.

December 2024

www.schuhputzmaschine.ch

www.bluelevel.ch

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