



Terms & Conditions 22nd June 2010


café

«Fashion made to measure»

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1. Delivery/Forwarding costs

café (web-shop) delivers **café**-products at an obligatory forwarding cost via  to clients' addresses in Switzerland and Europe according to figure 5 "Tailoring/Production made to order". Delivery time averages normally between 3 to 5 days of mailing date. The minimum order value is 40.00 CHF or 25.00 EUR.

2. Prices and pay conditions

Only prices at the time of order are valid. The production of ordered goods commences after receipt of payment.

Payment of order is carried out via bank transfer to the following account:

Kreiselmaier Felicia
CAFÉE
Bern
PC 30-765923-1
IBAN CH10 0900 0000 3076 5923 1
BIC POFICHBEXXX

Our use the PayPal payment facility.

Payment of the corresponding sum is to be transferred within 5 days of order placement. If not paid within 5 days, the order will be cancelled.

3. Rejection of order

café is free to reject an order. The decision, which order to reject lies freely with **café**. If **café** cannot produce an order, **café** will inform the client within an appropriate time-limit.

4. Data protection & creditor protection

Data need for the deal procedure will be saved and might be transferred to our partners or services partners of ours within the frame of order procedures.

All personal data will be handled confidentially.

In addition to the above mentioned purposes we will use the supplied data for advertising purposes for **café** products if you are registered as a **café** facebook fan, **café** member, or have subscribed to our free newsletter. You can object to this use of your personal data at any time with a simple note send to **café**.

5. Tailoring/Production made to order

The clothes by **café** are produced exclusively to order.

The production of ordered goods commences after receipt of payment according to figure 2.

The different pieces of clothes as well as the collection of **café** may be limited in numbers.

café reserves the right to reject an order even after receipt of payment. In the case of already transfer payment sums **café** informs the client within 5 working days about the circumstances of rejection. The already transferred payment sum will be reimbursed free of interest or in case the client would like to order a different product, the product price will be credited against the new price and any excessive sum at once reimbursed free of interest.

Production time depends on the size of the order and may take up to 8 weeks as of receipt of payment according to figure 2. **café** informs its clients of any production time deviation within an adequate time-limit.

café produces exclusively in its own right and in handcraft. The client confirms to accept reasonable deviation as occurrences of craftsmanship.

The photos presented on the internet are a digital representation of the original. The appearance of colour or of the structure of the fabric on the photos may vary from the actual colour or structure of fabric. **café** therefore is not liable for deviation in clients' expectations.

The stock of fabrics and colours depends on the suppliers and supplies.

6. Conversion and return right

Please consider the possible deviation in color from the photos according to figure 5 "Tailoring & Production made to order". Photos do not correspond 100% to the original piece.

By accepting these terms & condition the client confirms that he or she has verified the measurements, color and cut (etc.) as formulated in his or her order form and confirms their correctness. **café** is not liable in the case of mistakable, unclear or incorrect information.

In principle there is no conversion or return right, unless the produced and received goods suffers from an apparent deficiency.

7. Guaranty & Liabilities

7.1 Goods by **café**

As far as nothing else has been explicitly agreed upon, the lawful guarantee regulations apply.

A possible right of repair as well as a possible right of substitution is explicitly excluded.

In the case of late delivery the client does not have the right of compensation, reduction of price or cancellation of the contract.

In the case of rejection of an order according to figure 3 “Rejection of order”, the client does not have the right to compensation.

7.2 Use of the electronic platform **café**-web-shop

The client is liable for all damages caused for **café** by the client in the case of his/her use of **café** web-shop, including data loss or service interruption as a result of the caused damages.

café does not take guarantee for the correctness, completeness and actuality of information of the web-shop as well as for transmission errors and cannot be made accountable for resulting disadvantage or damages as far as they were not the result of negligence or intent on the side of **café**.

Due to the technical specificities of the internet, **café** does not guarantee fault free and interruption free production of services via internet. **café** cannot exclude an unrightfully interference in the electronic data processing system or an abusive use of data supplied by its clients through unauthorised persons and therefore does not take responsibility for damages caused thereby. **café** further refuses any liability for damages in the electronic data processing system of its clients as a result of their using the web-shop and is not liable for damages caused to the electronic data processing system of the clients by disruption programmes such as “viruses, worms, and Trojan horses”. **café** is not liable for secondary damages or profit loss, as long as liability is not justified by gross negligence of **café**.

8. Copyright and brand-/trademark

The website/homepage (www.cafee.ch) and its contents is property and copyright of **café** and is managed by **café**. The contents of the facebook group and page (**café** fashion) is also copyright of **café** and is operated and managed by **café**.

The entire content of the website/homepage as well as of the facebook group and page of **café** including text, graphics, pictures, photos, moving pictures, sounds, illustrations and software (subsequently referred to as “CONTENT”) underlies the copyright of **café**, their licencees and/or content provider. All elements of the website/homepage, as well as of the facebook

group and page including the general designs and content is protected by copy right and other rights. As far as nothing else is explicitly mentioned on the website/facebook group/facebook page, the duplication, editing, translation, saving, or manufacturing/use of the CONTENTS and in particular the use of graphical and text material on platforms such as ebay is not allowed.

All herein used brand mark, trademarks, logos, service marks, are – if not stated otherwise – trademarks or registered trademarks of **café**. Without written permission given by **café** in advance, you are not allowed to use, produce, copy, reproduce, republish, upload, send, transfer, disperse or change, brands in no matter what kind.

9. Applicable law, jurisdiction

These terms and conditions and the use of **café** online web-shop underlie Swiss law. UN Convention on Contracts for the International Sale of Goods (“Vienna Convention”) is excluded.

Legal disputes are exclusively handled before the ordinary Bernese Court.

10. Imprint/licencee of café web-shop

café

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