

§ 1 Scope

The following General Terms and Conditions of **Skintypes GmbH, Lachmattstrasse 53, 4132 Muttenz, Switzerland, e-mail: info@skintypes.ch**, in the version valid at the time of the order, shall apply exclusively to your orders for goods via **skintypes.ch** - insofar as this does not deprive you of further consumer protection at your place of residence in Europe. You can download the text to your computer or print it out. Any regulations deviating from these terms and conditions shall only apply if they have been confirmed by us in writing.

§ 2 Conclusion of contract

(1) Our information on goods and prices within each order process are subject to change and non-binding. Rather, by placing your order via the "Buy now" button, you first submit a binding offer to purchase, which still requires acceptance by us. Only with the acceptance of your order a purchase contract and a claim for delivery and payment of the goods arise. We are not obliged to accept your purchase offer.

(2) Your order for goods will be accepted by us if and by confirming the shipment of the ordered goods.

(3) You may not pass on a password required for ordering to third parties. In the event of disclosure, you shall also be liable for orders placed by the third party. You are responsible for any orders placed with your password and any resulting claims.

§ 3 Revocation

(1) Skintypes.ch grants the customer a voluntary right of withdrawal. The customer is entitled to revoke his declaration of intent directed at the conclusion of the contract without giving reasons within 7 days after receipt of the goods in writing (eg letter, e-mail) or by returning the goods. The period begins on the day of receipt of the goods by the recipient. The timely dispatch of the revocation or the goods is sufficient to meet the revocation deadline. The revocation in text form is to be addressed to:

Skintypes GmbH Lachmattstrasse 53, CH-4132 Muttenz, info@skintypes.ch.

The customer bears the burden of proof for the return of the goods.

Some products are excluded from this right of withdrawal for hygienic reasons. This information can be found in the description of the product.

(2) In the event of an effective revocation, we shall reimburse you for any payments you have made and any necessary useful expenditure you may have incurred on the item. You are obliged to return the goods to us and to pay us a reasonable fee for the use, including compensation for any associated reduction in the fair market value. You can avoid this obligation to compensate us for the reduction in value for any deterioration caused by the use of the item by not yet using the item as if it were your property within the withdrawal period and by refraining from doing anything that would impair its value. Even in the case of intended use, a 100% reduction in value can occur within the withdrawal period.

(3) The cost and risk of returning the goods, are to be borne by you, unless the delivered goods do not correspond to the ordered.

(4) Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation or the delivered goods, for us with their receipt.

(5) If there is no right of revocation, you have to bear the costs of a return and a reshipment.

§ 4 Delivery

(1) We deliver exclusively and only if both the delivery address and the billing address are located within Switzerland, Lichtenstein, Germany, Austria, Belgium, Luxembourg, the United Kingdom, the Netherlands, Italy or France. Delivery is made from our distribution center to the delivery address you specify. Delivery to P.O. Box addresses, post office branches and packing stations is excluded.

(2) Deliveries within Switzerland with an order value of CHF 40.00 are free of shipping costs. If the order total of an order is below this amount, we will charge CHF 5.95. Order total means the subtotal minus all discounts. Foreign deliveries will be charged individually depending on the location.

(3) Your order will be shipped within 3-6 days. Public holidays and holidays, within Switzerland also affect the delivery date of your order and lead to a postponement of delivery by two working days following the holiday.

(4) We are entitled to make partial deliveries to the address specified when placing the order, insofar as this is reasonable for you based on a consideration of your and our interests. In the case of partial deliveries, we shall of course bear the additional shipping costs incurred as a result. The dispatch of partial deliveries shall be at our risk. Upon receipt of each partial delivery, the risk for the delivered items shall pass to you. If we are in default with outstanding partial deliveries or if outstanding partial deliveries are not possible for us, you are entitled to withdraw from the contract as a whole or to claim damages for non-performance of the entire obligation whenever the partial delivery is of no interest to you.

(5) You pay the stated price of the products you order and receive. Our deliveries are duty paid and taxed within Switzerland. For deliveries abroad, any costs incurred are to be borne by the customer.

§ 5 Means of payment, discounts, due date and default

(1) Depending on the amount of your order and the balance of your customer account at Skintypes.ch, you will be offered a choice of the following payment options:

- a. Credit card (Master Card or VISA-Card),
- b. PayPal, or
- c. Twint.

The means of payment will be limited especially in case of a delivery address different from the billing address.

(2) Discounts or discount vouchers (e.g. a voucher with a discount code or a newsletter bonus) can only be redeemed under the terms and conditions of the respective promotion. Several discounts and discount vouchers cannot be combined.

(3) No discounts are granted on vouchers.

(4) The purchase price is due before delivery and will be charged to your account (depending on the selected payment option) at the next possible date.

Otherwise, your account will be debited at the next possible date, depending on the selected payment method.

(5) In the event that a payment by credit card (Master Card or VISA-Card), PayPal, or Twint was rejected by the account-holding institution or cannot be paid, no purchase contract is concluded with Skintypes GmbH.

(6) Benefits and risks shall pass to the customer upon delivery of the goods to the carrier. If the customer is in default of acceptance, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer when the goods are made available for handover to the carrier.

(7) The delivered goods shall remain our property until payment has been made in full. In the event of conduct in breach of contract on your part, in particular in the event of default in payment, we shall be entitled, after setting a reasonable deadline, to take back the delivery item; you shall be obliged to surrender it.

§ 6 Claims for defects

(1) The product illustrations do not always have to match the appearance of the delivered products. In particular, changes in the appearance and equipment of the products may occur after the manufacturer's product range has been renewed. Claims for defects do not exist insofar as the changes are reasonable for the customer.

(2) If the goods are defective, we shall provide subsequent performance within a reasonable period of time, i.e. either replacement delivery or rectification of the defects. If the supplementary performance chosen by you is only possible at disproportionate expense, we shall be entitled to provide supplementary performance in the other form. The expenses necessary for the subsequent performance shall be borne by us. If we do not succeed in providing subsequent performance, you shall have the right, at your option, to rescind the purchase or reduce the purchase price.

(3) Defective goods shall be returned to us unless you have decided to reduce the purchase price.

(4) Further or competing legal warranty claims are expressly excluded.

(5) The delivered products are to be checked for completeness and defects. Any incorrect deliveries, shortages and defects shall be notified in writing within three days of delivery. Defects which are not recognizable with normal care and are only discovered later must be notified in writing within three days of discovery. If a complaint is not made in due time, the delivered products shall be deemed approved and all warranty claims shall be excluded.

(6) Claims for defects shall become time-barred within 2 years from the date of delivery of the goods.

(7) The costs for the return shipment in case of a defect will be borne by us. In this case, please contact our service center by email: info@skintypes.ch

§ 7 Damages

(1) Compensation for damages due to breach of an obligation arising from the contractual relationship shall be paid under the statutory conditions. Liability for consequential harm caused by a defect is excluded. The same shall apply to claims for damages based on the

Federal Product Liability Act. All instructions on the packaging and inserts must be observed. No liability shall be assumed for any use and/or handling deviating therefrom.

§ 8 Data protection

The data necessary for the business transaction will be stored, processed and used by Skintypes GmbH.

All personal data will of course be treated confidentially

§ 9 Miscellaneous

(1) We reserve the right to change the general terms and conditions at any time. These are at any time in their respective current version on Skintypes.ch.

(2) For our customers in Switzerland, Swiss law applies. For customers residing abroad, the sales law of the country in which the customer usually resides applies.

(3) Claims and complaints can be asserted at the address stated in § 1.