

Piano Sigrist GmbH Im Tobel 4 CH-8340 Hinwil

## **General terms and conditions AGB**

(Translation of the German AGB – The German version is binding)

### **Art.1 Scope of application**

The General Terms and Conditions (hereinafter "GTC") of Piano Sigrist GmbH apply to all legal relationships between Piano Sigrist GmbH and its private, non-commercial customers as well as institutional customers (hereinafter "customer"). They govern the rights and obligations of Piano Sigrist GmbH and its clients, insofar as and to the extent that these are not otherwise regulated in individual contracts. Any terms and conditions of the client that conflict with these GTC shall require the express written confirmation of Piano Sigrist GmbH in order to be valid.

The GTC may be amended by Piano Sigrist GmbH at any time.

### **Art. 2 Customer service / Support**

For questions and concerns, the employees of Piano Sigrist GmbH are available by telephone from Monday - Friday from 09:00 until 17:00.:

Piano Sigrist GmbH  
Im Tobel 4  
8340 Hinwil

Telephone: +41 44 391 25 25

E-Mail: musik@pianosigrist.ch

### **Art. 3 Field of activity**

The activities of Piano Sigrist GmbH include tuning, repairs, sales, trade-ins, rentals, transports, storage, expert opinions on pianos and grand pianos and expert opinions in court cases.

### **Art. 4 Cost settings**

Unless otherwise stated on the offer, cost statements and cost calculations subject to Art. 3 shall lapse after 90 days if they have not yet been accepted in writing and signed.

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## **Art. 5 Order placement**

An order must be placed with Piano Sigrist GmbH in writing or by electronic media. For oral order placements, the client shall bear the risks of incorrect or incomplete order transmission.

a) All offers from Piano Sigrist GmbH (namely in catalogues, price lists, tariffs or in the online shop) represent a non-binding invitation to the customer to purchase products/services from Piano Sigrist GmbH. By placing an order, the customer makes a binding offer to conclude a contract. Any automatically generated order confirmation indicates to the customer that the order has been received by Piano Sigrist GmbH, but does not constitute acceptance of the offer. A contract is only concluded through the express declaration of acceptance by Piano Sigrist GmbH or through (arranging for) delivery of the ordered products.

b) In the case of an online/telephone order, the customer has the opportunity to view the GTC in advance at [www.pianosigrist.ch/agb](http://www.pianosigrist.ch/agb). Orders placed online/by telephone shall only be concluded on the basis of these General Terms and Conditions, which shall be deemed to have been accepted at the latest when the products are accepted.

c) Accessories that appear in a product image but are not explicitly listed as part of the item are not part of the product offer.

## **Art. 6 Cancellation of service appointments**

Service appointments (tunings, repairs and deliveries) at the customer's premises are fixed in advance in consultation with the customer and must be adhered to. If the customer has to postpone the appointment, the following conditions apply:

Up to 2 working days before appointment → Free postponement/cancellation possible

1 working day or less (incl. missing an appointment) → the entire effort on the part of Piano Sigrist GmbH will be invoiced (min. CHF 230.-)

## **Art. 7 Time registration**

All repairs and work on instruments are subject to a recorded timekeeping. In this context, the procurement and liability of materials and the necessary documents of third parties are exempt, subject to reservation in the event of untimely processing and receipt thereof.

## **Art. 8 Prices**

The price shall be calculated as a lump sum or according to expenditure. The prices specified in the written order confirmation are fixed prices. The price does not include additional costs or additional services which arise in the interest of the client as well as unforeseen defects on the instrument. Piano Sigrist GmbH may demand advance payments from the client for material purchases or customs expenses. There shall be no price fixing for purchases of goods abroad or due to currency-related changes.

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## **Art. 9 Delivery dates**

Delivery dates are for information purposes only. The delivery date shall be postponed accordingly if obstacles occur which cannot be averted despite due care.

Failure to comply with delivery periods and dates shall not entitle the customer to withdraw from the order or to claim damages. In the event of late delivery, the customer may set a reasonable grace period. If the delivery does not arrive by this deadline, the customer may withdraw from the contract and, if necessary, claim damages.

## **Art. 10 Warranty**

A guarantee period of two years from the date of invoice applies. A warranty period of five years from the date of invoice applies to new acoustic instruments (according to the warranty certificate of the respective manufacturer).

Should a product purchased from us show a defect during this period which has not been caused by excessive use or exceptionally heavy wear, Piano Sigrist GmbH will pay the repair costs or arrange for replacement with an equivalent unit.

Consumables such as batteries, rechargeable batteries, tubes, strings, any wearing parts, etc. are excluded from the guarantee.

Important: Please be sure to keep the invoice.

The guarantee is a "bring in" guarantee, i.e. the costs for returning the defective unit to Piano Sigrist GmbH are the responsibility of the customer. Except if the "Premium" delivery option was selected.

## **Art. 11 Terms of payment**

Invoices shall be paid by the agreed deadline after the invoice date.

If the customer fails to meet the agreed payment deadlines, reminder costs may be charged.

Piano Sigrist GmbH shall remain the owner of the goods delivered by it (in particular consignment goods) until they have been paid for in full. The Purchaser authorises Piano Sigrist GmbH to enter the ownership in the official register and to fulfil all formalities in this respect.

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## **Art. 12 Liability**

Piano Sigrist GmbH shall not be liable if the work could not be started at the agreed time if:

- the instrument could not be delivered by the transport company
- the instrument was damaged during transport
- there is no contract that meets the deadline
- the agreed advance payment has not been made

## **Art. 13 Defects**

Complaints due to defects or due to incomplete or incorrect delivery must be notified to us in writing without delay, at the latest 10 days from the invoice date.

In case of defects, the buyer can choose: He can cancel the purchase, demand a price reduction or a replacement. In the case of special orders of goods according to specifications, non-stock instruments, repairs and special orders, no withdrawal from the purchase is justifiable.

### **1. complaints about tunings**

Complaints about tunings must be reported within 7 days. After this time, the external influence on the instrument (humidity, temperature, sunlight, draughts, etc.) is too great to be attributable to the work of the technician(s).

Any rework that has to be carried out following a complaint that is received after the aforementioned period will be charged in full.

## **Art. 14 Insurance**

Tenants and users of third-party instruments are obliged to provide sufficient cover for the agreed sum insured. The owner can take over this in the case of a short-term rental, with additional costs.

## **Art. 15 Online-Shop [www.pianozubehoer.ch](http://www.pianozubehoer.ch)**

### Delivery area

Deliveries only within Switzerland.

### Delivery times

As a rule, delivery times can only be given without obligation. If we do not have an item in stock, we will inform you as soon as possible when the delivery can be expected. Delivery is at the risk of the recipient. Delays in delivery do not entitle the customer to withdraw from the purchase contract or to claim damages of any kind.

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#### Minimum order value

There is no minimum order value.

#### Shipping/delivery costs

The goods are sent by post at the economy rate as standard. For units weighing more than 30kg, the delivery will be carried out by Piano Sigrist GmbH or an external forwarding company. There are various package offers to choose from for these deliveries.

The shipping/delivery costs are displayed in detail during the payment process. You therefore already know what shipping costs you will incur before completing your order.

The shipping costs are charged per order.

When shipping by post, the shipping address must be chosen so that someone can receive the package.

#### Prices

All prices are in Swiss francs (CHF), including VAT.

#### Payment

Piano Sigrist GmbH offers payment by Mastercard, Visa, American Express, Maestro, PayPal, Apple Pay, Google Pay and TWINT in the online shop.

#### Binding nature of an order

All offers made by Piano Sigrist GmbH (namely in catalogues, price lists, tariffs or in the online shop) represent a non-binding invitation to the customer to purchase products/services from Piano Sigrist GmbH. By placing an order, the customer makes a binding offer to conclude a contract. An automatically generated order confirmation, if any, indicates to the client that the order has been received, but does not constitute acceptance of the offer. A contract is only concluded by Piano Sigrist GmbH's express declaration of acceptance or by (arranging for) delivery of the ordered products.

An order placed online is bindingly transmitted to us by clicking on the "Send order" field.

Accessories that appear on a product picture but are not explicitly listed as part of the article are not part of the product offer.

#### Complaints

Complaints due to defects or due to incomplete or incorrect delivery must be made to us in writing immediately, at the latest 10 days after the invoice date.

#### Right of withdrawal

In general, we do not accept returns of goods. Returns are only possible in the case of incorrect deliveries or manufacturing faults within 10 calendar days of delivery and after prior consultation with Piano Sigrist

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GmbH. In the case of a return, it is imperative that the cash receipt, the invoice receipt or the delivery note be enclosed, as otherwise processing is not possible.

Other returns are not possible without the prior written consent of Piano Sigrist GmbH. Piano Sigrist GmbH may, at its own discretion, take back products in exchange for a voucher if necessary.

Returns will only be accepted if the product is returned unopened and in its original packaging. The customer shall bear the costs of returning or transporting the goods back.

Warranty

A warranty period of two years from the date of invoice applies. If, during this period, a product purchased from us should show a defect which has not been caused by excessive use or unusually heavy wear and tear, Piano Sigrist GmbH will pay the cost of repair or arrange for it to be replaced by an equivalent item.

Consumables such as batteries, rechargeable batteries, tubes, strings, etc. are excluded from the warranty.

Important: Please be sure to keep the invoice.

The guarantee is a "bring in" guarantee, i.e. the cost of returning the defective instrument to Piano Sigrist GmbH is the responsibility of the customer.

Retention of title

The goods remain the property of Piano Sigrist GmbH until payment has been made in full.

Compensation

Claims for damages due to errors in illustrations, prices and texts or due to late and non-delivery remain strictly excluded.

**Art. 16 Place of jurisdiction and applicable law**

All disputes between the parties in connection with these GTC are subject to Swiss law.

The place of jurisdiction is Hinwil, Zurich.

Hinwil, 15.06.2023