General Terms and Conditions (GTC) of FLINC AG

§1 Scope

① These General Terms and Conditions apply exclusively to the business relationships between FLINC AG (hereinafter referred to as “we”) and the customers (hereinafter referred to as “you”) in the version valid at the time of the order. We do not recognize any deviating conditions on your part.
② For the lending and rental of bicycles, our general lending and rental conditions apply in their respective valid version.
③ We reserve the right to supplement, amend, or delete the GTC at any time.

§2 Conclusion of Contract

① By ordering the goods, you make a binding offer to conclude a contract. The order is binding and can be made via email (hello@flinccycles.com), phone (+41782180317), order form on the website, or in person at our store. The contract is only concluded when you receive an order confirmation from us. Your right of withdrawal remains unaffected (see below §5).

② You purchase the goods for personal use. It is prohibited to resell the purchased goods commercially. Corresponding legal measures remain reserved. Any other contracts with dealers on our part remain reserved. If you wish to order a larger quantity of goods or goods for commercial resale, please contact us (hello@flinccycles.com) for an individual order. If no contact is made, we reserve the right to unilaterally cancel the orders.

§3 Prices and Payment Conditions

① The prices stated are in Swiss Francs and include statutory VAT and other price components. The prices do not include any shipping costs. For international orders, any applicable import duties, taxes, customs fees, and related handling charges are the responsibility of the customer, as these are not included in the product price or shipping costs.

② You have the option to pay by invoice. Payment terms: 10 days net.

§4 Delivery and Shipping Conditions

① Delivery is only made within Switzerland, most EU countries and Asia to the delivery address you specified.

② Shipping in Switzerland is carried out by Planzer AG.
Tracking: https://planzer-paket.ch/ch/pakete-empfangen/

③ The risk of accidental loss and accidental deterioration of the sold goods passes to you or an authorized receiving person upon delivery.

④ Services such as unpacking the goods, installation, or adjustment of the goods are not included in home delivery.

§5 Right of Withdrawal

① If you are a consumer residing in the European Union, you have the right to withdraw from this contract within 14 days of receiving the goods without giving any reason. To exercise your right of withdrawal, you must inform us (FLINC AG, Hohlstrasse 400, 8048 Zurich, Switzerland; Phone: +41 78 218 03 17; Email: hello@flinccycles.com) of your decision to withdraw from this contract by means of a clear statement (e.g., a letter sent by post, fax, or email). To meet the withdrawal deadline, it is sufficient for you to send your communication regarding your exercise of the right of withdrawal before the withdrawal period has expired.

② If you withdraw from this contract, we will reimburse you for all payments we have received from you, excluding the delivery costs, without undue delay and no later than fourteen days from the day on which we receive the notification of your withdrawal from this contract. We will use the same means of payment for the reimbursement that you used for the initial transaction unless expressly agreed otherwise with you; in no case will you be charged fees for this reimbursement. We request that you provide your bank details. We may withhold reimbursement until we have received the returned goods or you have provided evidence that you have returned the goods, whichever is earlier. The refund is subject to the goods being received by us complete, in their original packaging, with all included manuals, unused and undamaged.

③ All goods returned in this way will be inspected by us. You bear the costs for the return shipment. You must compensate for any loss in value of the goods if this loss in value is due to handling that is not necessary for checking the condition, properties, and functionality of the goods. The amount to be refunded can be particularly reduced by us if:
– There are visible signs of use
– The goods are damaged due to the return shipment

§6 Warranty Cases and Liability

① For the terms of the warranty, our warranty conditions apply.

② Claims for damages are excluded to the extent permitted by law. This does not apply to claims for damages resulting from injury to life, body, or health, as well as liability for other damages based on an intentional or grossly negligent breach of duty by us, our legal representatives, or vicarious agents.

Liability for pure financial losses, as well as consequential and/or reflex damages such as lost profit, is expressly excluded to the extent permitted by law.

§7 Our Right

We are entitled to withdraw from the contract regarding an open part of the delivery or service if you have provided false information about your creditworthiness.

§8 Retention of Title

Bis zur vollständigen Bezahlung des Kaufpreises und der zugehörigen Kosten bleibt die gelieferte Ware in unserem Eigentum.

§9 Data Security

Information on data security and general data protection can be found in our privacy policy.

§10 Protection of Intellectual Property

Modifications, reproductions, imitations of any kind of our trademarks, business designations, designs, products, and website content are prohibited.

§11 Final Provisions

① For customers in Switzerland: These GTC and the contracts concluded based on these GTC are subject to Swiss law to the exclusion of the UN Sales Convention (CISG). The place of jurisdiction is Zurich.

② For all other customers: Swiss law applies to all contracts. The place of jurisdiction is Zurich. However, this only applies to you as a consumer insofar as the protection granted by mandatory provisions of the law of the state in which you have your habitual residence is not withdrawn. The provisions of the UN Sales Convention expressly do not apply.

③ Should individual provisions of these General Terms and Conditions be wholly or partially invalid, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provisions will be replaced by provisions whose regulatory content comes as close as possible to that of the invalid provisions.

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