

These general terms and conditions (hereinafter GTC) apply to the online shop at [www.seventools.com](http://www.seventools.com) (hereinafter online shop). The operator of the online shop is: 7tools AG Gewerbestrasse 11 in 6330 Cham, Switzerland, with the company number CHE-163.098.689 (hereinafter referred to as the provider or 7tools).

7tools may change these terms and conditions at any time. The version of these terms and conditions applicable at the time the contract with buyers and suppliers is concluded is decisive. Confirmations by users with reference to their own business and / or purchasing conditions are hereby contradicted.

## **1. General**

The offer is aimed at legal companies as B2B trading. For special parts groups private individuals are planned in combination with a suitable payment system. Seventools delivers to Germany, Switzerland and Liechtenstein. Rollout is planned for further European countries.

The pictorial presentation of the products serves as an illustration and is non-binding. The respective manufacturer is fully responsible for the copyright content of the images. This also applies to links that are transmitted and made available by manufacturers on 7tools. 7tools rejects any liability for images and content with non-conforming content provided by suppliers. This also applies to items whose sale or purchase violates legal regulations, the rights of third parties or good morals.

### **1.1 Conditions of use and admission**

7tools decides on the approval of a user as part of the registration process. There is no entitlement to authorization to use the platform. 7tools reserves the right to block users at any time without giving reasons.

The data requested by 7tools during registration must be entered completely and correctly. If the data provided changes after registration, the user is obliged to update these changes immediately in his user account.

The user may not pass on the access data to third parties. He is responsible for ensuring the confidentiality of his data.

By using 7tools, users accept these general terms and conditions.

The user is responsible for the actions that are carried out under his customer account and is liable according to the legal bases.

If there is a suspicion that an unauthorized third party has gained knowledge of the access data, 7tools must be informed immediately.

### **1.2 Search Results**

The technical specifications communicated in the search results are non-binding and do not represent any properties guaranteed by 7tools.

## **2. Shipment**

The dispatch takes place with our contract carrier. The delivery address of the customer must be easily accessible for the delivery service, otherwise the customer bears the additional costs resulting from the delivery. It is at the discretion of the provider whether the order is sent in one or more packages or as a letter.

### **2.1 Reporting a claim**

Any visible damage must be documented on the delivery receipt immediately upon handover to the recipient. Concealed damage must be reported to 7tools within 7 working days. The report must be sent digitally to mail@seventools.com. Otherwise all claims and liability claims against 7tools expire.

### **2.2 Provision of consignments**

Damaged shipments must be provided in the original transport packaging for the purpose of the insurance inspection. In the case of shipments that are no longer available or that are not originally packaged, any liability is rejected for insurance reasons and the return cost for transport and handling are charged to the buyer.

### **2.3 Theft**

The recipient must report stolen or lost items to the responsible police department as a theft offense. This is prosecuted ex officio as an official offense. We will provide you and your insurance company with all documents relating to the affected package at any time.

### **2.4 Fragile and sensitive goods**

Fragile and sensitive (e.g. temperature-, moisture-sensitive, not stackable, etc.) packages must be clearly marked as such with the appropriate safety packaging labels / stickers for shipments and returns. The self-explanatory sticker must be clearly visible on at least each side of the package. Without clear labeling of the package, 7tools cannot be held liable for any resulting damages. Damage to the consignment of third parties and consequential damage of any kind due to incorrect or missing labeling of the consignment the cost must be covered by the recipient.

## **3. Availability**

The offers in the online shop are subject to change and are not to be understood as binding offers. The information on availability and delivery time are given without guarantee and can change at any time.

## **4. Pricing**

The prices displayed in the online shop represent the actual prices for the corresponding product. VAT, customs and delivery costs and any material surcharges are shown separately after the shopping cart has been compiled and added to the total of the product prices.

## **5. Conclusion of Contract**

If the customer orders items from 7tools, he is submitting an application to conclude a sales contract with 7tools. When the application has been received by 7tools, the customer receives an automatically sent confirmation of receipt. This confirmation does not yet represent acceptance of the application by 7tools and does not contain any assurance that the item can actually be delivered. The purchase contract is concluded when 7tools confirms the order and issues the invoice to the customer.

7tools has no obligation to ensure the fulfillment of the contracts between users.

## **6. Shipping**

The shipping costs are shown separately in the shopping cart and added to the price of the goods.

## **7. Inspection and complaint obligation**

If the ordered goods are delivered with obvious transport damage, the customer must immediately complain to the delivery service and refuse to accept them. Transport damage must be reported to the provider.

The buyer checks the goods for completeness, correctness or damage immediately upon receipt. The buyer has to report defects within 3 days of receipt. In this case he is not allowed to use the goods and has to keep the original packaging. If the complaint is recognized by the manufacturer of the product, the customer must follow the provider's instructions for the return. 7tools is not liable for product damage or product defects. These are exclusively a matter for the product manufacturer.

## **8. Warranty**

The manufacturer grants the buyer a manufacturer's guarantee. The exact guarantee services can be found in the terms and conditions of the respective manufacturer. Basically, there is a guarantee that the purchased item is free from defects. If this is not the case after receiving the goods, the buyer can choose from the following options:

- Repair
- Replacement with a new product
- Refund of the purchase price

The guarantee does not include consumables and wear parts.

In the event of a repair or replacement of the product, any data stored on the product will neither be saved nor transferred. The provider is not liable for the loss of data.

The buyer is not entitled to a replacement device for the duration of the repair.

If it turns out that there is no defect, the buyer bears the costs of the inspection and the shipping costs.

The statutory provisions on warranty are excluded.

## **9. Right of return**

There is no right to return purchased items.

## **10. Payment**

The buyer has to make the payments in Swiss Francs or in Euros. The following payment option is available to the buyer:

Order against invoice

The items delivered by the provider remain the property of the provider until they have been paid for in full. The provider is entitled to make an entry in the retention of title register.

The invoices are to be paid within 14 days of the invoice being issued.

If invoices due for payment are not paid on time, 7tools reserves the right to block the USER.

## **11. Disclaimer of liability**

The provider is not liable for slight negligence, for consequential damage, for indirect damage, for lost profit or for the actions of its auxiliary persons.

## **12. Data Protection**

The processing of personal data is regulated in the country-specific data protection regulations of 7tools. This is part of these terms and conditions.

## **13. Liability and operation of the platform**

7tools assumes no liability for limited performance and availability of the platform for which 7tools is not responsible (system failures, unavailability of the platform or data loss), as well as disruptions due to reasons that 7tools cannot influence, e.g. failure of the communication provider, etc.

7tools is not liable for damage resulting from an intentional or grossly negligent breach of duty by the legal representatives or their vicarious agents.

## **14. Severability clause**

Should a provision of this contract be ineffective or be missing in the contract, the legal validity of the remaining provisions remains unaffected. Instead of the missing or ineffective provision, a provision shall be deemed to have been agreed which comes closest to the economic purpose originally intended by the parties.

## **15. Force Majeure**

In the case of special events such as uprisings, large-scale strikes, civil unrest, natural disasters, etc., the affected party is only liable to the other party for damage that is demonstrably unrelated to these events.

## **16. Address**

Correspondence and questions regarding these terms and conditions should be sent to the following addresses:

[mail@seventools.com](mailto:mail@seventools.com)

## **17. Place of jurisdiction and applicable law**

These terms and conditions are subject to Swiss law to the exclusion of the United Nations Convention on the International Sale of Goods (UN sales law).

The place of jurisdiction of 7tools AG based in CH-6330 Cham is responsible for all disputes.