

# GTCs for easyfind-Shop and "my easyfind"

---

## § 1 General

- 1.1 These general terms and conditions (GTCs) apply to all agreements, deliveries and services of rubicon-IT Schweiz AG, Aarstrasse 98, CH-3005 Bern (in the following: "rubicon") relating to the online shop domain [www.easyfind.ch](http://www.easyfind.ch) and to all sub-domains. Customer stipulations to the contrary are invalid unless confirmed by the vendor in writing. Specific agreements between the customer and rubicon always take precedence.
- 1.2 Business relations between rubicon and its customers are subject to Swiss law. This choice of law applies to consumers only insofar as the protection provided is not revoked by mandatory legislation valid in the country in which the consumer has his main residence. The validity of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 1.3 The contract language is German.
- 1.4 The place of jurisdiction is Berne, Switzerland, insofar as the customer is a business person or body corporate organised under public law. The same applies if the customer does not have a general place of jurisdiction in Switzerland or his place of residence or habitual whereabouts is unknown at the time legal proceedings are initiated.

## § 2 Contract content and conclusion

- 2.1 rubicon offers the customer an opportunity to purchase new goods, in particular stickers, keyrings and luggage tags bearing easyfind codes, from the online shop [www.easyfind.ch](http://www.easyfind.ch).
- 2.2 The presentation of products in the online shop does not represent a legally binding offer but rather a non-binding online catalogue. By clicking the button "Submit order" you will place a binding order for the goods contained in your shopping basket. Receipt and acceptance of your order will be confirmed by automated email immediately after submission. The confirmation email confirms the conclusion of the purchase agreement.
- 2.3 We will store the contract text and send you the details of your order together with our GTCs. You can view our GTCs at any time by following this link [www.easyfind.com/ch/Web/Documents/AGB\\_en.pdf](http://www.easyfind.com/ch/Web/Documents/AGB_en.pdf). For security reasons you will not be able to access your order details via the Internet.

## § 3 Prices, shipping costs, sales tax and payment

- 3.1 Orders placed with the online shop are subject to the prices published at that location. All prices are inclusive of statutory sales tax.
- 3.2 Prices exclude packaging and shipping costs; these costs will be communicated to the customer before he submits his order.



- 3.3 Shipping costs depend on the destination of the shipment. A list of shipping costs is available for downloading from: [www.easyfind.com/ch/Web/UI/Shop/ShipmentCosts.aspx?Language=en](http://www.easyfind.com/ch/Web/UI/Shop/ShipmentCosts.aspx?Language=en).
- 3.4 Shipments to customers will be made against payment by one of the following means as selected by the customer: payment in advance by bank transfer, PayPal, credit card (Visa, Master Card) or PostFinance transfer.
- 3.5 Payments made per Visa, MasterCard, PayPal and PostFinance will be processed by our **Payment Service Provider Ogone GmbH**, Technoparkstrasse 1, CH-8005 Zurich, Switzerland. You will be transferred to the Ogone web page to enter your payment details. rubicon does not retain any payment-related data (e.g. credit card number, validity, PayPal ID, etc.). You will be transferred back to our web page once your payment has been processed successfully.
- 3.6 The customer's credit card will be charged upon completion of the order.
- 3.7 Customers selecting payment in advance by bank transfer must make the payment within 14 calendar days.
- 3.8 In the event the customer defaults on payment rubicon shall be entitled to claim compensation in compliance with legal provisions and / or to withdraw from the contract.
- 3.9 The vendor shall always provide the customer with an invoice that will be delivered either by email or together with the ordered goods.

#### § 4 Delivery and transfer of risk

- 4.1 Ordered goods are shipped and delivered by rubicon.
- 4.2 Unless agreed otherwise in the contract, ordered goods will be shipped to the address specified by the customer. Shipments will be made from the vendor's warehouse.
- 4.3 The availability of individual articles is defined in the description for each article. Goods that are available for immediate delivery (green label) will be shipped within five working days. Delivery times of up to ten weeks should be anticipated for goods ordered from the online shop that are labelled as not in stock (red label).
- 4.4 rubicon retains the right to make part deliveries insofar as they appear expedient in the interest of speedy order processing and the customer can reasonably be expected to accept part delivery as an exception. Additional costs arising from part delivery will not be charged to the customer.
- 4.5 The risk of accidental perishing and accidental deterioration is transferred to the customer when the goods are handed over to him by the shipping service provider. If the customer is a business person the risk of accidental perishing, accidental deterioration and risk of delay are transferred to the customer when the goods are handed over to the shipper, shipping agent or other person appointed to implement shipment.

#### § 5 Retention of title

- 5.1 Delivered goods remain the property of rubicon until all contractual claims have been fully satisfied.

## **§ 6 Offsetting, right of retention**

- 6.1 The customer shall only be entitled to offset if his counterclaims have been acknowledged by rubicon or ascertained by a court of law.
- 6.2 The customer is only entitled to exercise his right of retention if his claim is based on the same contractual relationship.

## **§ 7 Liability for defects of quality and title**

- 7.1 In the event of deficiencies the customer shall be entitled to statutory warranty rights in accordance with the following provisions.
- 7.2 Deficiencies resulting from improper handling by the customer when using, applying, operating or storing the goods to not constitute any warranty claims against rubicon.
- 7.3 Customers must report deficiencies to rubicon within a warranty period of two years for new articles.
- 7.4 The preceding liability limitations do not apply if a deficiency is intentionally misrepresented by rubicon through silence or if rubicon has guaranteed specific properties of the goods. Furthermore, the preceding liability limitations do not apply to compensation claims raised by the customer on account of injury to limb or health caused by a deficiency for which the vendor is responsible or that are based on intentional or gross negligence on the part of the vendor or his vicarious agents.
- 7.5 rubicon shall be entitled to provide supplementary performance in the event of deficiencies that are reported in good time. In the event supplementary performance should fail the customer shall be entitled to reduce the purchase price or withdraw from the contract. Statutory provisions shall otherwise apply.

## **§ 8 Obligation to inform of transport damage**

- 8.1 Customers who take delivery of goods with obvious signs of damage to the packaging or contents should, without prejudice to their statutory warranty rights (§ 7), complain immediately to the shipper/courier service and contact rubicon immediately by email or other means (fax or post) so they can raise claims against the shipper / courier service.

## **§ 9 Disclaimer**

- 9.1 rubicon's liability extending beyond its liability for deficiencies of quality and title is unlimited in the event of damage caused with intent or through gross negligence. rubicon is also liable for negligent violations of major obligations (i.e. obligations where a violation would endanger the fulfilment of the contractual purpose) and for violations of cardinal obligations (i.e. obligations whose fulfilment is imperative to the completion of the contract and on which the customer routinely relies), but only for the foreseeable damages typical for a contract of this nature. The vendor is not liable for negligent violations of obligations other than those detailed in the preceding.



- 9.2 The liability limitations described in the preceding paragraph do not apply to injuries to life, limb or health, to deficiencies covered by a guarantee of product properties or to misrepresentation of deficiencies by silence. This does not affect liability in accordance with product liability law.
- 9.3 Any exclusion or limitation of liability on the part of rubicon shall also apply to its employees, representatives and vicarious agents.

## § 10 Right of revocation relating to the delivery of goods

### 10.1 Right of revocation

You can cancel your contract declaration within 14 days in text form (e. g. by letter or email) or - if the goods are delivered to you before the revocation period expires - by returning the goods. The time period begins after the information on the right of revocation is received in writing, but not before the goods are received by the customer (or, in the event of repeat deliveries of similar goods, not before receipt of the first part delivery) and not before we have fulfilled our obligation to inform (for customers in Germany pursuant to Article 246 Section 2 in conjunction with Section 1 Sub-section 1 and 2 EGBGB and our obligations pursuant to Section 312g Sub-section 1 Sentence 1 BGB in conjunction with Article 246 Section 3 EGBGB). It is sufficient to submit a notice of revocation or to return the goods in good time to ensure compliance with the revocation period.

**Notice of revocation** should be sent to:

rubicon-IT Schweiz AG  
Aarstrasse 98  
CH-3005 Berne  
Email: [info@easyfind.com](mailto:info@easyfind.com)

**Returned goods** should be addressed to:

easyfind.com  
Aarstrasse 98  
CH-3005 Berne  
Email: [shop.ch@easyfind.com](mailto:shop.ch@easyfind.com)

## 10.2 Consequences of revocation

In case of a valid revocation, both parties must return the received goods or services together with any derived benefits (e.g. interest). In the event you are unable to return all or part of the received goods or benefits (e.g. benefits of use) or if you can only return them in a deteriorated condition you will be liable to provide compensation for loss of value to an appropriate extent. You are only liable to provide compensation for the loss of value of deteriorated goods or derived benefits if the deterioration or derived benefits come into existence through handling the goods in a manner that exceeds checking the product's functionality and properties. The phrase "checking the product's functionality and properties" refers to checking the goods in question in the same way you would check an item in a retail outlet. Goods eligible for return by post (packages) should be returned at our risk. You are responsible for the regular shipping costs of returned goods if the goods delivered to you are what you ordered and if the value of the goods being returned does not exceed 40 euro or, for goods with a higher value, if you have not made complete or a contractually agreed part payment at the time the goods are returned. In all other cases goods can be returned free of charge. Goods that cannot be returned by post will be collected from your address. Obligations to reimburse payments must be met within 30 days. For you, this time period begins on the day you dispatch the goods or your notice of cancellation; for us, it begins on the day we receive them.

## § 11 Right of revocation relating to the provision of services

### 11.1 Right of revocation

You can cancel your contract declaration within 14 days in text form (e. g. letter) without stating a reason. The time period begins after the information on the right of revocation is received in writing, but not before conclusion of contract and not before we have fulfilled our obligation to inform (for customers in Germany pursuant to Article 246 Section 2 in conjunction with Section 1 Sub-section 1 and 2 EGBGB and our obligations pursuant to Section 312g Sub-section 1 Sentence 1 BGB in conjunction with Article 246 Section 3 EGBGB). It is sufficient to submit a notice of revocation in good time to ensure compliance with the revocation period.

**Notice of revocation** should be sent to:

rubicon-IT Schweiz AG  
Aarstrasse 98  
CH-3005 Berne  
Email: [info@easyfind.com](mailto:info@easyfind.com)

### 11.2 Consequences of revocation

In case of a valid revocation, both parties must return the received goods or payments together with any derived benefits (e.g. interest). In the event you are unable to return all or part of the received goods or benefits (e.g. benefits of use) or if you can only return them in a deteriorated condition you will be liable to provide compensation for loss of value to an appropriate extent. This can mean that you will have to continue meet your contractual payment obligations for the time period preceding cancellation. Obligations to reimburse payments must be met within 30 days. For you, this time period begins on the day you dispatch your notice of cancellation.



### 11.3 Particular information

Your right of revocation will expire prematurely if the contract is fulfilled by both parties at your express request before you have exercised your right of revocation.

## § 12 Use of "my easyfind"

- 12.1 rubicon offers the owners of valid easyfind articles, i.e. articles used to apply a unique easyfind code to items of property, the option to register with "my easyfind" under [www.easyfind.ch](http://www.easyfind.ch).
- 12.2 Registration is effected by entering personal details such as name, address and other contact details, as well as one or more easyfind codes to be assigned to the customer.
- 12.3 Customers who have registered with "my easyfind" can then:
- Change contact and access details
  - Register new easyfind codes
  - Edit or delete existing easyfind codes
  - Search for lost property using easyfind codes
  - Delete all registration details
- 12.4 rubicon offers the finders of property bearing an easyfind code the option to contact registered customers via [www.easyfind.ch](http://www.easyfind.ch). However, no personal information of registered customers is disclosed to the finder, but rather the finder's contact details are forwarded to the registered customer who can then contact the finder.
- 12.5 If necessary, rubicon may forward personal contact details of registered customers to public lost property offices maintained by cities, municipalities, cantons or public transport authorities. This information will only be shared if an item of property bearing an easyfind code is handed in. The information may only be used to facilitate the return of the property to its owner. The registered customer concerned will be informed immediately by SMS and/or email.
- 12.6 rubicon will return keys and keyrings bearing an easyfind code that are dropped into a postbox to the registered customer's specified address free of charge. The registered customer concerned will be informed immediately by SMS and/or email.
- 12.7 rubicon will provide the services described under sub-sections 12.4, 12.5 and 12.6 for the duration of validity specified for each easyfind article. If the service duration has expired it can be extended in the "my easyfind" section. A corresponding service extension can be added to the shopping basket in the online shop and a purchase concluded under the provisions of these GTCs.
- 12.8 Services provided by rubicon pursuant to sub-sections 12.4 and 12.5 serve to enable a finder or a lost property office to contact a registered user and return the lost item of property. Finders are entitled to claim a finder's fee in accordance with ZGB Section 722; property returned by a lost property office may be subject to charges in accordance with the fee structure valid at the time.