

General Terms and Conditions

1. Basics

Except for special written commitments for individual cases, following conditions are valid for every purchase of our goods as well as for services offered by Blue Level GmbH. These terms and conditions are considered as accepted on receipt of our order-confirmation / invoice or on receipt of the goods or service.

2. Contract of purchase

The presentation of our products in the online shop does not represent a legally binding offer, but a non-binding online catalogue inviting to make an order. After entering the necessary information for the processing of the contract, and after selection of payment as well as the delivery method (if applicable), the customer places a binding offer by clicking on the link marked »confirm order«.

The explicit declaration of acceptance from Blue Level GmbH is not necessary. Blue Level GmbH is entitled to declare its acceptance by allocating and/or delivering the goods, by sending an acceptance e-mail or by announcing the delivery within seven days after receipt of the customer's offer. Directly after placing the offer the customer will receive an automatically generated e-mail confirming the receipt of the offer on the Blue Level GmbH server. This e-mail explicitly does not represent the acceptance of the contractual offer.

3. Range of products

All information about the products is without any obligation. That means, especially changes in design and technique, which cause a better function of the goods, as well as errors in descriptions, pictures of products or pricing.

4. Prices

In the declared prices (incl. VAT 8%) the Swiss legal value added tax of 8 percent is included. In the declared prices (incl. VAT 19%) the German legal value added tax of 19 percent is included. All prices are indicated in Swiss Franks or Euros per unit. Blue Level GmbH is subject to the legal value added tax of Switzerland and Germany.

5. Terms of payment

There are different ways of payment: pre-payment, cash on delivery, Postcard or credit card. After arrangement, we can also deliver against invoice. Per admonition, we raise CHF 25.-- (EUR 15.--) for the expanded delay damage. Further for any delay of the payment we calculate 5% interest. If the product or an ordered delivery is not picked up we will raise an expenses contribution of 5% of the value of goods, however at least CHF 50.- (EUR 34.--), plus postage expenses or freight expenses. An annulment of the ordered products is only possible after arrangement with Blue Level GmbH.

6. Delivery conditions

The delivery of the product will be without installation or assembly. For the delivery you will have to pay an extra delivery charge. The delivery of shoe shine machines and sole cleaning machines to all EU countries and Switzerland is cost free (special deliveries will become an extra calculation). The delivery will be carried out by Blue Levels GmbH, by the carrier firms

or other third parties. We generally insure all shipments against damage and loss during the transport. Usually the delivery reaches the customer between 2 - 7 work days after contract termination (sole cleaning machines between 14-20 work days) as far as the product is here or in a partners warehouse. Otherwise you will receive a written confirmation or invoice with the presumable delivery appointment. Damages claims because of delay and/or undone delivery is strictly excluded.

7. Carrier damage

Our products are carefully and properly packed. The delivered goods must immediately (!) be tested after reception for noticeable carrier damages. Is such a damage sighted, please follow the next urgent directions:

- Evident damages on the packaging by reception of the delivery must always be noted immediately on the acknowledgement and must be signed by the chauffeur.
- Later discovered carrier damages must be immediately reported in a writing protest (damage message) to the delivering place (for example: package service, TRUCK-delivery).

Claims can only be accepted if the urgent directions named above were followed. Only so the damage can be processed by us and/or the insurance of the carrier business and we can deliver a replacement.

8. Right of rescission

Basically, within 14 days after receipt of the goods the consumer (every individual person that concludes a transaction to an object that can neither be assigned to his commercial nor autonomous professional activity is a consumer) can exchange everything or single pieces free of charge. The customer can cancel their contract declaration without giving a reason. Blue Level GmbH either delivers the desired new goods or recompenses the purchasing price to the customer. For the preservation of the rescission deadline the timely dispatch of a written rescission or the goods is sufficient.

The right of return and rescission does not exist for:

- goods that have been made to order in accordance with the customers specifications, or that are clearly custom-designed
- goods that have been ordered by companies (industrial ultimate consumers).

The declaration of rescission may be made by e-mail or letter. The deadline begins when the recipient receives the goods. In order to prevent damages to the packaging, please use the original shipping boxes. The burden of proof for the dispatch of the returned goods is borne by the client.

The written cancellation should be addressed to:

Blue Level GmbH
Säntisstrasse 17
CH-8280 Kreuzlingen
Switzerland

E-Mail: info@bluelevel.ch

The return delivery address for goods is:

Clients from Switzerland	Clients from the EU
Blue Level GmbH Säntisstrasse 17 CH-8280 Kreuzlingen Switzerland	Blue Level GmbH c/o Transco Süd GmbH Lager Bernstein Max-Stromeyerstr. 120 D-78467 Konstanz Germany

In the event of effective rescission the client must return the received goods. If the goods cannot fully or only partially be returned or only in declined condition, the client must reimburse Blue Level GmbH for the adequate decline in value. In order to prevent damages to the packaging, please use the original shipping boxes. As far as the client has already paid the purchasing price, Blue Level GmbH is authorised to subtract the decline in value from the repayment sum. In individual cases the decline in value may correspond to the purchasing price.

Goods able to be shipped by parcel may be returned to us at our risk, goods not able to be shipped by parcel will be collected from your place. You must only cover the costs for the return delivery if the delivery has been made in accordance with the customers specifications and if the price of the returned goods does not exceed an amount of 40,00 EUR (only for Germany), or if the price of the goods is higher and you haven't yet made the consideration or a partial payment as contracted by the time of the rescission. Otherwise the return delivery is free of charge for you. You must comply all obligations with payment within 30 days after despatch of the written rescission.

For orders outside of Germany (also Switzerland and Austria) all return deliveries and handling expenses will be borne by the customer.

We ask you not to send us any shipments without our previous agreement. In case of a valid rescission Blue Level GmbH will bear the costs of the return delivery in the standard amount. For this purpose please contact us. We will gladly send you a 'Freeway-ticket'.

9. Retention of title

If we deliver on calculation and payment purpose is in 14 days net, the entire delivered products remain in property of the Blue Level GmbH until the actual payment is made. We are entitled to carry out a suitable entry in the retention of title register. If the customer gets in delay with the payment of the purchase price, the Blue Level GmbH is entitled to withdraw from the contract with a resignation explanation and to take back the products in their possession.

10. Guarantee, scarce commodity and liability

The guarantee period depends on the statements from Blue Level GmbH in the online-shop; this time period begins from purchase date. Also the guarantee determinations of the product manufacturers count. The invoice counts as guarantee certificate. The guarantee expires especially if improper changes or repairs on the products have been taken. As far as the legal determinations permit it, the damages liability is excluded: Blue Level GmbH especially does

not come up for damages, that are to be led back on improper use or natural wear off, or for damages, that are not emerged on the product itself (deficiency sequence damage).

In a damage case, the customer has right to have the defective machine repaired during the entire guarantee time. The delivery is to be tested immediately after receipt for damages and missing articles. Obvious damages have to be replied immediately, the very latest after 8 days. Reparations that have to be carried by us may only be made with our written agreement. The customer informs Blue Level GmbH in a writing (for example: an E-MAIL), then it will be decided together, whether the defective device may be repaired by the customer on the spot (by receiving spare parts) or if it must be sent in to us. The right of change or reduction is excluded. We guarantee a correct and fast installation of our products.

11. Intellectual property

Blue Level GmbH reserves all rights for the design, texts and graphics of their websites, especially proprietary rights and copyright. Before the passing on to third parties a written agreement from Blue Level GmbH, Kreuzlingen is necessary.

12. Data protection

Blue Level GmbH ensures that clients data attained within the ordering process will be used only in association with the development of the order and adapted, saved and used for internal purposes. For the personal data we assure that all information is handled according to the data privacy act and the appropriate legal norm. By entering your personal data you agree that your data will be collected, processed and used for the purpose of customer care. It will not be passed on to third parties. You will also find further information [here](#).

13. Place of Justice and practicable right

These terms and conditions and the contracts based on them depend on the Swiss law. Exclusively Swiss right is effective, also if orders are made from abroad or if goods are delivered abroad. Only place of justice is Kreuzlingen or another place of justice upon choice of Blue Level GmbH.

14. Final conditions

Should any or several regulations of this GTC entirely or partially be ineffective or should later loose its legal effect, the remaining business conditions will not loose their validity. The respective formulation of our GTC is accessible online. All preceding versions will loose there validity with appearance of the new version. The valid version for each contract is the one valid by the time of the contract termination. The translation of this GTC in foreign languages is only for our customers and for better understanding. Only the german formulations are legally valid.

This present version from the 31.12.2010 substitutes the one from the 06.07.2007.

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