

General Terms and Conditions (GTC)

1. Scope of application

These General Terms and Conditions ("GTC") apply to the processing and execution of product purchases from CQ Corporate Fashion GmbH (hereinafter "Company") via the online shop on the Company's website cqprotectiveclothing.com.

2. Registration

Each order requires prior registration as a customer. Multiple registration under different names and addresses is not permitted. With the successful completion of the registration process, the customer is admitted to all functions in the online shop.

3. Order and conclusion of contract

The presentation of the Company's product range in the online shop does not constitute an offer to conclude a purchase contract. The presentation is non-binding.

3.1 Private individuals and SMBs

By clicking on the button **see retail shop** : "[place order](#)" // **see abo shop** : "[pay](#)", the customer submits an order and makes a binding offer to conclude a purchase contract. The customer receives a confirmation of receipt of the order by e-mail. This confirmation of receipt is intended to inform the customer that the technical transmission of the order has worked and that the order has been received by the Company.

3.2 Businesses (bulk orders)

Businesses can request individual price information via the contact form for orders of at least 100 items. The Company will then send the price information to the business along with possible delivery deadlines. The business then submits a binding offer to conclude a purchase contract by confirming the price information via e-mail (order).

3.3 Conclusion of contract

A purchase contract is concluded when the Company accepts the customer's offer by sending the ordered product.

4 Subscription

4.1 Term

The customer has the option of selecting the "Subscription" option during the ordering process. In this case, the Company will deliver the products to them at regular intervals and to the extent ordered. The subscription begins on the 1st of the month of the first delivery by the Company and is concluded for a period of 12 months.

The subscription is automatically renewed annually.

4.2 Termination

The Customer must give one month's notice to the Company in writing, by e-mail or via the login in the online platform before the end of the contract period. A refusal to accept deliveries shall not be deemed to be a termination. Without timely notice of termination received by the Company, the subscription shall be automatically extended by one year.

The Company expressly reserves the right to terminate the contract without notice in the event of price changes (cf. clause 5).

5. Prices

All prices in the online shop are in Swiss francs (CHF) and include any applicable value added tax (VAT).

The prices are exclusive of any other applicable taxes and exclusive of packaging and shipping costs.

The Company reserves the right to change prices at any time. The prices shown in the shopping basket at the time of submission of the offer shall apply.

The Company reserves the right to adjust the price of an annual subscription. If the price increase amounts to 10% or more of the last subscription price, the customer is entitled to terminate the subscription without notice by giving one month's notice in accordance with the modalities set out in clause 4.2.

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6. Payment

The Company offers the Customer the following payment options: Prepayment, credit cards, GooglePay and ApplePay. Offsetting of the invoiced amount against any claim of the customer against the Company is excluded. The Company shall have the right to refuse delivery in the event of late payment.

7. Obligations of the Company

Dispatch shall take place within 7 (seven) working days of receipt of the order. If it is not possible to dispatch the goods on time, the Company shall inform the customer within 5 (five) working days of receipt of the order and the new dispatch date shall be communicated.

Unless otherwise agreed, the place of execution shall be the registered office of the Company. The Company shall fulfil by handing over the ordered products to the shipping company or parcel service. If no shipping company is agreed, the Company shall be free to choose a shipping company. The agreed delivery costs may not be increased by the choice of shipping company.

If the product is no longer available, the Company shall inform the customer. The Company shall refund to the customer in full any payment already made. Any further claims of the customer, in particular claims for damages, are excluded.

8. Replacement

The products cannot be exchanged for hygienic reasons. However, this does not affect the provisions of clause 9 below (warranty).

9. Warranty

The statutory warranty provisions shall apply.

The customer is obliged to notify the Company immediately in writing of any defect. The Company shall be entitled to decide whether to replace the defective product or to cancel the purchase. Only if the Company does not replace the product shall the customer be entitled to a reduction or refund of the purchase price. The right to reimbursement of costs for third-party repairs is excluded.

The Company guarantees that the masks are Oeko-Tex certified (ZH027 170135). However, the customer acknowledges that masks can never provide 100% protection against pathogens.

10. Liability

The warranty covers only material and/or manufacturing defects. As far as the legal regulations allow, liability for damages is excluded. In particular, the Company shall not be liable for damages that can be attributed to improper use or for damages that did not occur to the product itself (consequential harm caused by a defect).

11. Intellectual Property Rights

The Company is entitled to all rights to the products and trademarks or is authorised to use them by the owner. Neither these GTC nor any individual agreements pertaining thereto shall transfer any intellectual property rights.

12. Data Protection

The Company may process and use the data collected in the course of the conclusion of the contract for the purpose of fulfilling its obligations under the contract. The Company shall take the measures necessary to secure the data in accordance with the statutory provisions. The customer fully agrees to the storage and contractual processing of their data by the Company for the aforementioned purpose. The customer is aware that the Company may be obliged to process and/or disclose the data on the basis of legal obligations and/or by order of the courts or authorities. Furthermore, the customer is aware that the Company is obliged and entitled to disclose information from the customer to these or third parties by order of courts or authorities. If the customer has not expressly prohibited it, the Company may process the data for marketing purposes.

The data necessary for the performance of the service may also be passed on to commissioned service partners (commissioned data processors), who may process it exclusively for the purpose of fulfilling the contract and in accordance with the instructions of the Company.

For the processing of the payment, the customer has the choice between prepayment and various payment services of third-party companies. If the customer uses the services of a third-party company, the applicable terms of use and data protection provisions of the third-party company selected by the customer shall apply in this respect.

Furthermore, the data protection provisions shall apply.

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13. Amendments

These GTC may be amended by the Company at any time. The GTC valid at the time of clicking **see retail shop**: "Select this check box to accept the terms and conditions." // **see abo shop**: select the box on the left of the following text "I accept the general terms and conditions." button shall apply to the customer.

In the event of changes to the GTC during an ongoing subscription, the Company shall inform the customer of the changes by appropriate means. If the customer does not agree to the changes, they are entitled to terminate the subscription without notice by giving one month's notice in accordance with the modalities set out in clause 4.2.

14. Priority

These GTC take precedence over all older provisions and older contracts.

15. Severability Clause

Should any provision of these GTC be or become invalid, this shall not affect the validity of the remaining provisions of these GTC. The contracting parties shall replace the invalid provision by a valid provision which comes as close as possible to the intended economic purpose of the invalid provision. The same shall apply to any gaps in the contract.

16. Force majeure

If the due performance by the Company, its suppliers or third parties involved becomes impossible as a result of force majeure, such as natural disasters, earthquakes, volcanic eruptions, avalanches, storms, thunderstorms, wars, riots, civil wars, revolutions and uprisings, terrorism, sabotage, strikes, nuclear accidents or reactor damage, pandemics or epidemics, the Company shall be released from the execution of the obligations concerned for the duration of the force majeure and for a reasonable period of time after its end. If the force majeure lasts longer than 30 (thirty) days, the Company may withdraw from the contract. The Company shall reimburse the customer in full for any payments already made. Any further claims, in particular claims for damages due to force majeure, are excluded.

17. Applicable Law / Forum

These GTC are subject to Swiss law. Insofar as no mandatory legal provisions take precedence, the court in Zurich shall have jurisdiction. The Company shall be free to bring an action at the registered office of the defendant(s). The United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.211.1) is explicitly excluded.

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