

General Terms and Conditions (GTC) Enduser Shop CH / FL

1 Applicability

These General Terms and Conditions (GTC) regulate the relationship between RC Services/Koviss Golf Europe as well as the represented companies, (hereinafter referred to as RCS) and end customers who have reached the age of 18 (hereinafter referred to as customer) when purchasing items (hereinafter referred to as items/products) in the CHF Shop. The transactions and deliveries are carried out exclusively according to these General Terms and Conditions, which form the basis of all offers. By activating the checkbox, the client explicitly agrees to the terms and conditions of RCS as part of the contract. The contract concludes with the order of the client.

Orders from legal entities or partnerships with legal status, such as commercial, self-employed or freelance with or without a VAT number are subject to different terms and conditions.

2 General

RCS represents foreign companies and distributes the products through specialized trade (points of sale), as well as online. RCS manages online stores in CHF (EFTA territory) and in EUR (European Union territory). The websites are designed and managed by RCS. VAT numbers are registered to the Swiss address.

RC Services is registered under VAT-Nr. CHE-113.620.081.

Koviss Golf is registered in Germany under VAT-Nr. DE-248.346.570 for Europe.

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3 Products

RCS reserves the right to modify or update the product range at any time. All technical data and information on products are manufacturer's specifications. Modifications in design and/or technical developments of the products are subject to change and are explicitly reserved.

4 Prices CHF Shop

Prices are quoted in Swiss Francs (CHF) exclusive delivery costs inclusive 7.7% VAT.

Prices are subject to change without notice.

5 Orders

Customers can order either via Internet using the Onlineshop, by phone or in writing (letter, fax). Ordering via Online Shop may be performed as follows:

A: Order without registration,

B: Log in as a registered customer with login and password,

C: Register as new customer.

The items and quantities added to the shopping cart can be modified or cancelled at any time up and including to "Shopping Cart Summary". By clicking the "Purchase" button, the customer makes a binding purchase request.

After successfully placing the order, the user will immediately receive a confirmation to the email address provided. RCS reserves the right not to accept orders in individual cases.

6 Delivery Costs / Pick UP

Orders will be processed by Swiss Post or its shipping partner in the respective country of destination, unless otherwise agreed.

Shipping costs & auxiliary services are based on the prices of Swiss Post and on the weight of the total order in Swiss Francs including VAT of 7.7%. International Deliveries outside Switzerland & Liechtenstein will be delivered either by Swiss Post or Deutsche Post/DHL, respectively its partners in the corresponding countries. Handling by Deutsche Post/DHL is subject to its own regulations, conditions, and restrictions. Prices are subject to changes

The self pickup by appointment @ Pfaendwiesenstrasse 2a, 8152 Opfikon is free of shipping costs.

CHF Shop § Information > Delivery Cost

7 Payment, Payment Condition

* In case of payment in Advance/Invoice the full amount is due within 7 days. In the event that such payment is not received within 10 working days after the order confirmation, RCS shall no longer be obliged to deliver; the reserved products will be put back on sale. The purchase agreement is considered closed for the client as well as for RCS without further consequences.

* In case of a payment by Credit Card / Paypal / Twint the payment is considered executed with the debit authorization of the card issuer, the valid PayPal / Twint transaction confirmation. The payment is effective when the amount, less commission charged by the card company, is credited to an account of RCS. If RCS is required to refund all or part of the total invoice amount to the credit card company/PayPal following a complaint by the card/account holder, the payment shall be deemed non-executed.

* In case of pickup a valid payment receipt must be presented or the items must be settled at the place of collection.

In the event of any dispute, delivered items remain the property of RCS until final settlement of the entire invoice.

8 Delivery, Delivery Time

The delivery of the ordered products takes place after receipt of the total payment. Thereafter the products are handed over to the post within 1-2 working days from the Swiss warehouse for delivery to the specified address. RCS reserves the right to send EU order made through the CHF store, from the EU warehouse with adjusted VAT rate.

Non-binding information on delivery times from date of dispatch according to Swiss Post:

- Delivery within CH/FL : 1-3 working days depending on the selected shipping method (A / B Post)

- Delivery outside CH/FL : 4-15 working days (Please keep in mind that shipping internationally takes time and receiving items through customs can take extra time beyond the delivery time)

9 Customs Clearance, Fees & Taxes

Due to customs clearances & controls, delays may occur for international shipments, outside Switzerland / Liechtenstein. Customs, import duties & VAT, if applicable, are country-dependent and will be levied by the respective customs as soon as the delivery has reached the respective country. All such fees are payable by the customer or recipient. Contact local customs/post office for detailed information before order. The value of the shipment for customs is equal to the final amount of the order.

10 Refusal of acceptance, undeliverable shipments & returns

An undeliverable shipment is considered when the recipient cannot be determined, (e.g. false, incomplete address), refuses to accept the delivery, the shipment is not picked up within the deadline or or the incurred duties/fees are not paid. In such a case RCS will charge a fee of CHF 25.00 per shipment. In addition, RCS is entitled to claim or charge from the customer all costs incurred, such as return costs, taxes, duties, levies & fees, for which RCS may be charged. The Customer is not entitled to a refund of the shipping costs.

11 Reservation of performance in case of non-deliverable goods

RCS will inform the client immediately should a product exceptionally not be in stock or no longer available and coordinate whether RCS shall send it upon receipt, replace it with another product or cancel the order. Any services already rendered by the customer will be immediately refunded or, in the case of a product change, a possible difference charged or refunded. In the event of delivery problems due to external circumstances, e.g. strike, war, material failure, transport blockage at the manufacturer's or transport problems over which RCS has no control, the order or the missing part thereof may be shipped later or, if necessary, cancelled. Compensation for late or non-delivery of the item(s) remain in any case excluded.

12 Product Control

The customer is obliged to check the integrity of the delivered items immediately upon receipt and notify RCS in writing of any complaints without delay, but latest within 7 days after receipt. If the delivery is incomplete, RCS will deliver missing products as soon as possible free of charge. The buyer's right to claim for defects expires after 7 days. Such a claim does not satisfy the right to a refund.

13 Transportation Damage

Upon receipt of the shipment, check the parcel for external damage and, if necessary, immediately complain to the carrier. In case of transport damage, document the damage visually (digital camera/mobile phone), be sure to keep all parts of the original packaging / damaged packaging. Fill out a damage report while taking the parcel with you to your post office or online.

A claim must be reported to the post office and RCS within 7 days of the receipt.

14 Guarantee

Any factory warranty is determined exclusively by the manufacturer. The warranty period is one year from delivery of the goods. The client acknowledges that any repair or replacement of the defective/deficient products is limited to the approval of the manufacturer and that no repair attempts by third parties have taken place. RCS must be notified immediately upon discovery of a defect. Period for notification of defects: 7 days.

All damage caused by external influences or as a result of incorrect use or handling is excluded from the warranty/guarantee. Defects resulting from wearing & using are excluded. If a defect recognized by RCS is present, RCS is entitled at its own discretion to remedy the defect or to make a replacement delivery.

14.1 Exchange

If an exchange occurs due to an incorrect size/color or in the event of a warranty claim, by replacing the defective product with an identical product, the warranty period does not start anew, as this is merely the correct fulfillment of the original purchase contract. Avoid damage and contamination. If possible, return the product in its original packaging with all accessories and packaging components. If you no longer have the original packaging, provide adequate protection against transport damage with suitable packaging to avoid claims for damages due to defective packaging.

15 Withdrawal

After contacting RCS, the customer has a right of return of 7 days from the date of order. The products must be received by RCS within a maximum of 14 days from the order date and must be in proper original packaging, in full, undamaged, functional, unused and free of dirt. If any of these requirements are not or cannot be met, RCS reserves the right to refund the value of the item, depending on its condition, only partial, not to reimburse (depreciation) or if necessary, to charge an appropriate fee for the work involved (repackaging/cleaning, etc). Excluded from the right of return are products in the outlet store, clearance sales or exhibition items, customer-specific or special requests, for hygienic reasons and unsealed DVDs or software. Delivery and return charges will not be refunded. Products returned are at the expense and risk of the customer. Products returned unstamped or cash on delivery will be refused by RCS. A refund invoice will be issued as soon as possible, but no later than 15 days after product receipt by RCS.

Swiss and Liechtenstein customers' exclusive return address: RC Services, Pfändwiesenstr. 2a, 8152 Opfikon

16 Customer Satisfaction

RCS puts great importance on customer satisfaction. Customers can contact RCS at any time. RCS will check the concern as soon as possible. In the event of a complaint, a detailed description of the problem or defect and the relevant documents (order or invoice number) should be provided. Customers may allow RCS the necessary time to contact the manufacturer to find an adequate solution.

17 Data Protection

As part of the order process, customers has to provide personal data. Each input field indicates whether it is voluntary or mandatory. RCS uses this personal data exclusively for processing the order and if necessary to contact you. If required, relevant personal data needs be forwarded to companies for the purpose to fulfill the order, such as postal/shipping service provider to transport/deliver the order or the transactions through a financial institution. Personal data are confidential and will not be sold to third parties nor otherwise marketed. With the order confirmation, the client agrees to forward the data to involved partners to complete the order.

Publication CHF Shop: § Information – [Data Protection](#)

18 General Terms of Use

The General Terms of Use govern the access and use of all RCS web pages and their Family Sites.

Publication Webpages Footer: § Infos General Terms of Use

19 Place of Jurisdiction

The place of jurisdiction for all disputes is the district of Bülach, Canton of Zurich. RCS/Koviss EU reserves the right to sue clients also at their regular place of jurisdiction. Swiss law is applicable to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

You may send us a possible complaint to the following email address: info <at> rc-services.org

Contract language is German.

In the event of contradictions, the German version shall prevail; other language versions are for reference purposes only

19.1 Alternative Dispute Resolution

Swiss Dispute Settlement Justice of the Peace (Friedensrichter)

20 Final Clause, Severability Clause

The GTC may be adapted to new legal or technical conditions at any time. In the event that individual provisions of this contract or an addendum become invalid, ineffective or unenforceable, the validity of the remaining provisions shall not affect the contract thereby. In such case, the ineffective/invalid clause shall be replaced by an effective clause that fulfill the need and comes as close as possible in terms of content to the purpose of the invalid clause. The same is applicable to any contractual voids, where the most adequate legal regulation shall apply.

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