

General Terms and Conditions of Business

December 2023

Scope

The General Terms and Conditions of Business are an integral part of the purchase contract between Oesch Music GmbH and customers of the online shop. Oesch Music GmbH is entitled to amend or add to these GTCs at any time. In order to be effective, any subsidiary agreements, assurances and other agreements as well as amendments and additions to these GTCs must be set down in writing. The latest version of these GTCs can be accessed on www.oeschs-die-dritten.ch

Conclusion of Contract

The purchase contract between Oesch Music GmbH and the customer is deemed to have been signed when the customer sends the order or clicks on the "buy now" button.

Offer

The offer applies as long as it appears in the online shop and/or stocks are available.

Prices

All prices are inclusive of value-added tax (VAT). Oesch Music GmbH has the right to change prices at any time. The price which is published on www.oeschs-die-dritten.ch at the time the order is placed applies.

Postage and Packaging Costs

Fixed charge Switzerland 1 (1-2 items) CHF 5.00
Fixed charge Switzerland 2 (3 or more items) CHF 12.00
Fixed charge abroad CHF 15.00

Overseas surcharge CHF 10.00

You will, normally, be sent further deliveries carriage paid.

Payments

Payments are made via one of the payment options recognised by Oesch Music GmbH. These options are shown on the web page following completion of your order.

If the offer to pay the amount in euro is taken up, the current daily exchange rate is the definitive rate of exchange.

Delivery

As a rule, deliveries are made within 3-7 days. As individual orders are processed personally, deliveries may be delayed during busy concert and tour periods. In these cases, we would request your patience and understanding. Deliveries are made only after receipt of payment.

Passing of Risk

Our performance is an obligation to deliver the goods to the buyer's address (debt with obligation to send) and is fulfilled upon handover to the carrier. After dispatch, the risk of any accidental deterioration or destruction of the goods passes to the customer. We cannot assume liability for a fault of the carrier used.

Dedication Requests

We are pleased to consider personal dedication and signature requests. Please use the “order notes” field provided for that purpose.

Cancellation Right

The customer has the right to return the delivered goods during a period of 14 calendar days (the delivery date is definitive for calculating the stipulated period). The stipulated return period is observed if the goods are handed over on the last day to the postal service or to another parcel delivery firm for returning. Goods must be returned in their original packaging, complete with all accessories.

Only carriage paid parcels will be accepted (carriage forward parcels will be sent back at the costs of the sender.

Returns are sent at the costs and risk of the customer. The refund (invoice serving as proof) of the value of the goods is paid within 30 days following the date of return.

Excluded from the 14-day cancellation period are, among other things:

- Goods which are made at the customer’s request or are clearly personal, in particular video messages or greetings messages.
- Sealed sound and image carriers (such as CDs, DVDs), whose seal you have opened after receiving them.
- Sound or image carriers which contain a personal dedication will be resealed by Oesch Music GmbH by means of adhesive. This resealing corresponds to an original seal. Sound and image carriers with a personal dedication will, accordingly, also be taken back only with undamaged original adhesive.

Copyright

Sound and image carriers, in particular CDs, DVDs and personal video messages and greetings messages, are protected by copyright and intended exclusively for the customer’s own use.

Any other use, such as distribution, in particular via the Internet, requires the consent of Oesch Music GmbH. Oesch Music GmbH cautions against breaches of copyright.

Data Protection

With regard to data protection, our data protection declaration is definitive. This can be accessed on www.oesch-die-dritten.ch .

Legal Liability

Claims against Oesch Music GmbH for damages arising from impossibility of performance, breach of contract, fault on conclusion of the contract or from a tortious act are, in the absence of acts of wilful intent or gross negligence, wholly excluded.

Court of Jurisdiction

Contracts which are concluded on the bases of these GTCs are subject exclusively to Swiss law, excluding the provisions of International Private Law. The court of jurisdiction is Thun.

In the event of discrepancies between the English/French and German version of these GTCs, only the German version is legally binding.