www.englow.com



General Terms and Conditions

The following General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relations between englow gmbh (hereinafter referred to as "englow gmbh", "us" or "we") and the customer (hereinafter referred to as "customer", "buyer" or "you") for physical products (hereinafter referred to as "products" or "goods") and/or digital Products (hereinafter referred to as "digital Products"), both together (hereinafter referred to as "Products"), purchased via our website (hereinafter referred to as "Online Shop" or "Website").

The Online Shop **https://englow.com** is operated by:

englow gmbh Stradun 202 CH-7550 Scuol

contact@englow.com +41 76 816 20 69

The UID number is the company identification number published in the commercial register. HR Nr. **CH-350.4.006.314-8** UID Nr. **CHE-436.235.146**

Individual agreements concluded with the customer shall take precedence over these General Terms and Conditions. Opposing conditions of the customer are not recognized, englow gmbh reserves the right to change these GTC at any time. All changes become effec-tive with the publication of the new GTC on the Website. The relevant time for the applicabil-ity of the valid GTC is the date of the submission of the binding order to us when purchasing a product. Please read these terms and conditions carefully before placing a binding order. By placing a binding order, you agree to the following terms and conditions as well as our Privacy Policy and declare that you are authorized to conclude legally binding contracts and that you are at least 18 years old.

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2. Conclusion of a Contract

The presentation of the products in the online store does not constitute a legally binding offer, but only a nonbinding online catalog or a non-binding invitation to the customer to order the product in the online store. Englow gmbh expressly reserves the right to change the products and content, e.g. images, product range, prices and product descriptions, at any time and without prior notice. Illustrations, images, podcasts, brochures, advertising and other information in connection with our products are for information purposes only and are not binding for englow gmbh.

The customer can place a binding order for the products selected by him via our online store. The customer can place the products selected by him in the "shopping cart". This does not constitute a binding order. An order is only considered binding when the customer clicks the button ["order subject to payment"] on the order page at the end of the order process. Before submitting the order, the customer can change and view the data at any time, recognize any input errors and correct them if necessary before the order is finally and bindingly sent.

An order confirmation will be sent to the customer immediately and automatically by e-mail. This confirmation e-mail contains the information about your order and our General Terms and Conditions, which you have accepted during the ordering process. The confirmation e-mail merely serves to inform you that we have received your order. The automatic order confirmation does not constitute a purchase contract. By sending the order, you confirm that you have read the GTC and agree to them without reservation. We recommend that you print out or save the GTC on your computer for the purpose of online ordering and your documents.

After you have placed a binding order, englow gmbh may accept or reject it at its own discretion by sending a corresponding notification by e-mail, without assuming any liability towards you or third parties. Payments already made will be refunded if the order is canceled. Reasons for rejecting an order may include, for example, if a product is no longer available, if we are unable to obtain authorization for the customer's payment or if there is reasonable suspicion that the customer is acting in breach of these GTC, individual contracts, fraudulent or other criminal activity or for any other important reason.

A binding purchase contract is concluded with the customer upon acceptance of the order. This acceptance takes place through successful payment. As the products are only manufactured on the basis of a binding order, there is no right to cancel after successful payment. Between order and payment, you have a right of **withdrawal of 14 days**.

Any commercial distribution or resale of our products is strictly prohibited.

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3. Availability and reservation of effort for products not available

All information about the availability, shipping and delivery of a product is preliminary information and approximate. They do not constitute binding or guaranteed shipping or delivery dates. Any liability for products that cannot be produced or for delays in shipment or delivery is expressly excluded. Our products are available as long as they can be manufactured. If englow gmbh discovers during the processing of your order that the products you have ordered cannot be produced, we will inform you immediately. In this case, a contract will be concluded for the products that cannot be produced, as the ordered products cannot be delivered.

Each product is only produced individually for each customer after payment has been made and is not available from stock. There is no right to return and refund the amount charged,

Furthermore, we reserve the right to limit the number of items a customer can purchase. In this case, we will inform the customer accordingly by e-mail.

4. Prices and Shipping Costs

Our products and prices correspond to those stated on the website. All prices are quoted in CHF (Swiss francs) and include the statutory value added tax (VAT) of 8.1%, excluding shipping costs. The total price of your order including all additional and shipping costs will be displayed at the end of the order process. Additional customs duties may apply for shipping to countries outside Switzerland. These are not included in the price and must be paid by the customer.

By placing a binding order, you agree to the total price for the products ordered. Once a binding order has been placed, the price can no longer be adjusted.

Englow gmbh reserves the right to change the prices at any time. The products are calculated on the basis of the prices offered at the time of the binding order.



No.	Shipping from Switzerland to	englow shipping costs (2.5KG)
1	Afghanistan	CHF 236.00
2	Albania	CHF 140.50
3	Algeria	CHF 193.50
	American Samoa	CHF 193.50
	Andorra	CHF 136.50
6	Angola	CHF 236.00
7	Anguilla	CHF 236.00
8	Antigua and Barbuda	CHF 236.00
9	Argentina	CHF 193.50
10	Armenia	CHF 193.50
11	Aruba	CHF 236.00
12	Australia	CHF 193.50
13	Austria	CHF 127.50
14	Azerbaijan	CHF 193.50
15	Åland Islands	CHF 127.50
16	Bahamas	CHF 236.00
17	Bahrain	CHF 193.50
18	Bangladesh	CHF 236.00
	Barbados	CHF 236.00
20	Belarus	CHF 140.50
21	Belgium	CHF 127.50
22	Belize	CHF 236.00
23	Benin	CHF 236.00
24	Bermuda	CHF 236.00
25	Bhutan	CHF 236.00
26	Bolivia	CHF 236.00
	Bonaire, Sint Eustatius, Saba	CHF 193.50
28	Bosnia and Herzegovina	CHF 140.50
29	Botswana	CHF 236.00
30	Brazil	CHF 193.50
31	Brunei	CHF 236.00
	Bulgaria	CHF 140.50
33	Burkina Faso	CHF 236.00
35	Burundi	CHF 236.00
36	Cape Verde	CHF 236.00
37	Cameroon	CHF 236.00
38	Canada	CHF 160.00
39	Cayman Islands	CHF 236.00



40	Central African Republic	CHF 236.00
41	Christmas Island	CHF 236.00
42	Chad	CHF 236.00
43	Chile	CHF 236.00
44	China	CHF 193.50
45	Colombia	CHF 236.00
47	Cocos Island	CHF 193.50
48	Congo (Republic)	CHF 236.00
49	Cook Island	CHF 236.00
50	Costa Rica	CHF 236.00
51	Croatia	CHF 140.50
52	Curaçao	CHF 236.00
53	Cyprus	CHF 140.50
54	Czechia (Czech Republic)	CHF 136.50
55	Democratic Republic of the Congo	CHF 236.00
56	Denmark	CHF 127.50
57	Djibouti	CHF 236.00
58	Dominica	CHF 236.00
59	Dominican Republic	CHF 236.00
60	Ecuador	CHF 236.00
61	Egypt	CHF 193.50
62	El Salvador	CHF 236.00
63	Equatorial Guinea	CHF 236.00
64	Eritrea	CHF 236.00
65	Estonia	CHF 136.50
66	Eswatini (fmr. "Swaziland")	CHF 236.00
67	Ethiopia	CHF 216.00
68	Faroe Islands	CHF 141.00
69	Fiji	CHF 236.00
70	Finland	CHF 136.50
71	France	CHF 127.50
72	France Guiana	CHF 236.00
	France Polynesia	CHF 236.00
74	France Southern Territories	CHF 193.50
75	Gabon	CHF 236.00
76	Gambia	CHF 236.00
77	Georgia	CHF 193.50
	Germany	CHF 127.50
79	Ghana	CHF 236.00





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119	Libya	CHF 193.50
	-	CHF 30.00
121	Lithuania	CHF 136.50
122	Luxembourg	CHF 107.50
123	Масао	CHF 236.00
124	Madagascar	CHF 236.00
125	Malawi	CHF 236.00
126	Malaysia	CHF 193.50
127	Maldives	CHF 236.00
128	Mali	CHF 236.00
129	Malta	CHF 141.00
130	Mariana Islands	CHF 160.00
131	Marshall Islands	CHF 160.00
132	Martinique	CHF 236.00
133	Mauritania	CHF 236.00
134	Mauritius Island	CHF 236.00
135	Mayotte	CHF 236.00
136	Mexico	CHF 193.50
137	Micronesia	CHF 236.00
138	Moldova	CHF 141.00
139	Monaco	CHF 127.50
140	Mongolia	CHF 236.00
141	Montenegro	CHF 141.00
142	Monstserrat	CHF 236.00
143	Morocco	CHF 193.50
144	Mozambique	CHF 236.00
145	Myanmar (formerly Burma)	CHF 236.00
146	Namibia	CHF 236.00
147	Nauru	CHF 236.00
148	Nepal	CHF 236.00
149	Netherlands	CHF 127.50
150	New Caledonia	CHF 236.00
151	New Zealand	CHF 193.50
152	Nicaragua	CHF 236.00
153	Niger	CHF 236.00
154	Nigeria	CHF 236.00
155	Norfolf Island	CHF 193.50
156	North Macedonia	CHF 141.00
157	Norway	CHF 136.50



150	Oman	CHF 193.50
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	Pakistan	CHF 236.00
	Palau	CHF 160.00
	Panama	CHF 236.00
	Papua New Guinea	CHF 236.00
	Paraguay	CHF 236.00
	Peru	CHF 236.00
	Philippines	CHF 193.50
	Poland	CHF 136.50
	Portugal	CHF 136.50
	Pueto Rico	CHF 160.00
169	Qatar	CHF 193.50
170	Romania	CHF 141.00
171	Russia	CHF 141.00
172	Rwanda	CHF 236.00
173	Réunion	CHF 236.00
174	Saint Christopher Kitts and Nevis	CHF 236.00
175	Saint Barthélemy	CHF 236.00
176	Saint Maarten	CHF 236.00
177	Saint Martin	CHF 236.00
178	Saint Pierre and Miquelon	CHF 160.00
179	Saint Lucia	CHF 236.00
180	Saint Vincent and the Grenadines	CHF 236.00
181	Salomon Islands	CHF 236.00
182	San Marino	CHF 127.50
183	Saudi Arabia	CHF 193.50
184	Senegal	CHF 236.00
185	Serbia	CHF 141.00
186	Seychelles	CHF 236.00
187	Sierra Leone	CHF 236.00
188	Singapore	CHF 193.50
189	Slovakia	CHF 236.50
190	Slovenia	CHF 236.50
191	South Africa	CHF 193.50
192	South Korea	CHF 193.50
193	Spain	CHF 136.50
	Sri Lanka	CHF 236.00
195	Suriname	CHF 236.00
	Sweden	CHF 136.50



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203 Tonga	200.00
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204 Trinidad and Tobago	CHF 236.00
205 Tunisia	CHF 193.50
206 Turkey	CHF 141.00
207 Turks and Caicos	CHF 236.00
208 Tuvalu	CHF 236.00
209 Uganda	CHF 236.00
210 Ukraine	CHF 141.00
211 United Arab Emirates	CHF 193.50
212 United Kingdom	CHF 127.50
213 United States of America	CHF 160.00
214 U.S. Vergin Islands	CHF 160.00
215 Uruguay	CHF 236.00
216 Uzbekistan	CHF 236.00
217 Vanuatu	CHF 236.00
218 Vatican City State	CHF 127.50
219 Venezuela	CHF 236.00
220 Vietnam	CHF 193.50
221 Vergin Islands, British	CHF 236.00
222 Wallis and Futuna Island	CHF 236.00
223 Western Samoa	CHF 236.00
224 Zambia	CHF 236.00
225 Zimbabwe	CHF 236.00

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5. Payment Conditions, Credit Rating

Orders are generally due for payment immediately as long as they contain fixed prices and are offered on the online store. The customer has the option of paying using the payment methods displayed on the website or during the order process. These may change from time to time and vary from country to country. In addition, we reserve the right not to offer certain payment methods in individual cases and to refer to other payment methods used by us (e.g. to protect our credit risk, only those that correspond to the respective credit rating). Englow gmbh is expressly authorized by the customer to carry out credit checks at its own discretion and, if necessary, to pass on customer data to third parties for this purpose.

By selecting the means of payment, the customer authorizes the payment either by entering credit card data or access data of a payment service provider. The customer authorizes englow gmbh to accept or collect payments by the appropriate means. In the event of a chargeback, englow gmbh is entitled to reimbursement of the associated costs and bank processing fees. In addition, englow gmbh is not liable for any fees or other amounts charged to you by the card issuer or your bank as a result of processing your payment in accordance with the order.

If you pay with a credit card or alternative payment method, we reserve the right to check the validity of the card, the availability parameters for collection and the address data and to request authorization from the card issuer or payment provider. You also confirm that the credit card is valid and that the payment details entered are correct. If payment is refused, Englow gmbh reserves the right to cancel the order and stop shipping the products. In this case we will contact you immediately.

For products marked "on request", you will receive an offer and a payment link. Payment must be made within the payment period stated on the offer. Once payment has been made, the quotation is deemed to have been accepted and is considered a completed, binding order. Only then will the products go into production. There is no right of withdrawal and no right to reimbursement of the payment made or return of the goods after receipt.

There is a 14-day right of withdrawal for products ordered in the online store that have been paid for directly. After this period has expired, the ordered products will be produced. From then on there is no right to cancel or return.

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6. Delivery Conditions for goods

Delivery is generally carried out by various shipping service providers. The costs incurred must be paid in advance by the buyer.

The goods you order in our online store will be sent to you within the delivery times specified for each product, depending on the destination. You can use the tracking number to track the current location of your order. In principle, the production order will only be placed after the 14-day withdrawal period has expired (example: delivery period 6 weeks + 2 weeks right of withdrawal = 8 weeks delivery period). However, you can waive the right of withdrawal. If the goods are marked without a delivery period at the time of your order, englow gmbh will endeavor to deliver the goods as quickly as possible. englow gmbh will endeavor to adhere to the stated delivery times. However, englow gmbh is not responsible for delays in delivery, for whatever reason. We will inform you immediately of any delays in delivery.

If the delay in delivery lasts longer than 5 weeks after the original delivery date, the customer is entitled to cancel his order but just in case that the production could not have been started yet. Further claims, in particular claims for damages, are excluded. If the delivery of the goods fails through the fault of the customer (despite 3 unsuccessful delivery attempts), englow gmbh may withdraw from the contract. Payments already made will NOT be refunded, as these are goods that have been specially produced for you.

7. Retention of title

Englow gmbh remains the owner of the delivered products until they have been paid in full.

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8. Right of revocation and return of goods

Conditions

For all purchases of our goods via our online store (with the exception of certain products; see the restrictions on withdrawal below), you as a consumer have a right of withdrawal within 14 days of the conclusion of the contract. You can revoke your contractual declaration within 14 days. You have no right to return the goods after receipt, as these are products that are specially produced for you.

Consequences of withdrawal

If you withdraw from the contract, we shall reimburse to you the total price paid by you, including the costs of delivery, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract.

The refund will be made according to the payment method originally used and will always be transferred to the corresponding account used for the payment, unless expressly agreed otherwise with you; in no case will you be charged for this refund. Please ensure that you have access to the specified account, as englow gmbh accepts no liability in this regard.

Withrawal form online

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9. Notice of Defects, Warranty

Englow gmbh guarantees that the goods correspond to the warranted characteristics and are not afflicted with defects that cancel or reduce their value or their suitability for the intended use.

The customer must check the goods immediately upon receipt for correctness, completeness and any damage. Englow gmbh must be notified of any defects or damage within 5 working days. Defects that could not be discovered during a proper inspection and only appear later must be reported in writing immediately after their discovery. If you fail to inspect or notify us immediately, the goods shall be deemed to have been approved and you can no longer assert any claims against us. You must report defects using the defect form.

The statutory warranty regulations for manufacturing/material or production defects apply. Excluded from the warranty are products that have been damaged through the buyer's own fault:

- 1. Damage caused by the buyer when unpacking the delivered goods
- 2. Improper use by the buyer
- 3. Misuse by the buyer
- 4. Willful damage by the buyer
- 5. Negligent damage by the buyer

The customer's warranty claims are limited to the removal of defects/repair to the exclusion of all other claims, in particular reduction or compensation for defects and consequential damage. Englow gmbh shall decide on the rectification of defects at its own discretion. If the subsequent delivery or rectification fails, the customer is entitled to withdraw from the contract in the event of significant defects. To report complaints or service issues, please use the **following form**, stating the order number, customer number, a description of the fault and other helpful information. You are obliged to document the damage with photos and explain the damage in writing. The defective product must be returned to the following englow gmbh address with a copy of the invoice AFTER submitting **the defect form**.

englow gmbhStradun 202CH-7550 Scuol

The return of goods is at the expense and risk of the customer. Please ask for confirmation of the return and keep this confirmation, as your warranty claim cannot be processed if the package is lost.

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10. Registration for an account

When registering for a customer account, you can access information about your completed, open, and recently shipped orders, and manage and store your address data, payment data, and possibly newsletters. Since your data is saved, you do not have to enter it again when making another purchase.

By registering for such an account, you are responsible for ensuring that the personal data required for registration is provided truthfully and completely. You are obligated to treat the personal access **data confidentially** and not make it available to unauthorized third parties. Englow GmbH guarantees to treat your data confidentially and not to disclose it to unauthorized third parties.

Further information on data protection can be found in our privacy policy. Registration is free of charge. Each customer is only entitled to maintain one customer account. We reserve the right to delete multiple registrations and to warn, block, delete, or modify the content of registered customers who violate these terms and conditions or individual agreements. Englow GmbH is not obligated to accept the registration or order of a registered customer.

II. Complaints and Claims

We attach great importance to customer satisfaction. You can reach us at any time using the contact information provided at the beginning of this terms and conditions. We endeavor to investigate your enquiries and complaints as quickly as possible and will contact you after receiving the documents or your submission or complaint. If you have any complaints or claims, please help us by describing the exact problem or errors and, if necessary, provide a copy of the order documents or at least indicate the order number, customer number, etc. We will endeavor to reply to you within 5 working days.

For product related complaints and claims please always send clear photos that show the reason of your complaint or claim

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12. Liability

Englow GmbH is liable for violations of its own obligations under these General Terms and Conditions (GTC) and the contractual relationships based on them for proven damages caused by unlawful intent or gross negligence. Liability is expressly excluded for slight and medium negligence, as well as for indirect and consequential damages, regardless of whether they arise from a contract, an unlawful act, or any other reason. Indirect damages include, for example, loss of profit, financial loss, damage to reputation, or data loss due to temporary impairment or interruption of the availability of englow GmbH's services. Furthermore, englow GmbH accepts no contractual or non-contractual liability for damages caused by auxiliary persons who are used to provide the service.

The above-mentioned exclusions and limitations of liability do not apply in the case of culpable injury to life, body, or health directly caused by englow GmbH or in the case of mandatory statutory regulations, including the provisions of the Product Liability Act.

Subject to the foregoing, the total liability under these GTC is limited, irrespective of the reason and to the extent permitted by law, to the price of the products ordered by the customer from us.

Force Majeure In the event of force majeure, we do not assume any liability or responsibility for the nonfulfillment or delayed fulfillment of obligations arising from these GTC and the contractual relationship based on them. Events outside our sphere of influence include, for example, strikes, closures, or other industrial actions by third parties, invasions, terrorist attacks, war, fire, explosions, storms, floods, earthquakes, epidemics, pandemics, other natural disasters, or the failure of public or private communication networks, or the inability to use rail, shipping, air, road, or other means of public or private transport.

WARNING

We would like to point out that processed gemstones in many products are under tension and may chip for this reason, especially when struck against ice cubes or other solid objects (such as stirrers). The same applies if you put products purchased from us in the dishwasher. All products must be cleaned by hand with lukewarm water WITHOUT the addition of detergents. All products are considered decorative items or jewelry; the actual use and its consequences are the responsibility of the customer. englow GmbH assumes no liability for this. The warning notices and proper use of the goods are explicitly mentioned again in a letter sent with the product.

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13. Data Protection

Englow gmbh collects and processes personal data only within the framework of the legal provisions, in particular in compliance with the applicable data protection laws. Further in-formation on the processing of your personal data, your rights and related questions can be found in our **data protection notice** which forms an integral part of these GTC.

14. Copy Right

The information and content published on the Website are protected by copyright and are the property of englow gmbh or the respective rights holder. Reproduction, processing, distribution, or any other form of exploitation requires the prior written consent of the respective rights holder. Englow gmbh and the respective rights holder expressly reserve all rights in this respect.

15. Severability Clause

If one of the provisions of these terms and conditions is or becomes illegal, invalid or unen-forceable for any reason, this shall not affect the validity of the remaining provisions. Unless otherwise agreed, the invalid provision shall be deemed to be replaced by a valid provision which takes the economic purpose of the provision and the will of the parties at the time of the conclusion of the contract into account as far as possible. The same applies to possible loopholes in these GTC.

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16. Online Dispute Resolution

The European Commission has established an online platform for Alternative Dispute Resolution (ADR) specifically for EU consumers. This platform provides an extrajudicial mechanism for the resolution of disputes arising from or related to online sales contracts. You can use this platform to settle disputes that result from the online contract concluded with us. The platform is accessible through the following link: http://ec.europa.eu/consumers/odr/.

17. Applicable Law and Venue

These General Terms and Conditions, the contractual relationships based on them, and any disputes arising therefrom are governed exclusively by substantive Swiss law, excluding conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for natural and legal persons is the registered office of englow gmbh.

These provisions apply only to the extent that there are no mandatory provisions of the law of the state in which the consumer has his habitual residence, which take precedence over these General Terms and Conditions.

Scoul, 07/12/2023

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Withdrawal form

Mandatory information is marked with *

I/we hereby revoke the contract concluded by me/us for the purchase of the following goods:

Date of order*	
Client number*	
Order number*	

First name*	 Surname*	
Company	 Phone*	
E-Mail*		
Full adress*		

Location & Date*

Signature of the consumer*
