

General Terms and Conditions

ananné

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*For the European Union and Switzerland
other General Terms and Conditions apply*

ananné aims to serve you to your complete satisfaction at all times. If you have any questions or suggestions, please do not hesitate to contact us. Our contact details, which you will also find on www.ananne.com, are as follows:

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1. Scope

The ananné products available in our e-Boutique are exclusively intended for end users.

These General Terms and Conditions shall apply to the dispatch of goods outside the European Union and Switzerland.

The published version of these General Terms and Conditions in force at the time the contract is concluded shall apply to all commercial transactions between ananné and yourself that entail the acquisition of ananné products.

These General Terms and Conditions shall apply exclusively. Any terms and conditions set by the customer that deviate from or supplement these Terms and Conditions shall not be recognised by ananné. Such terms shall not form a part of the contract, even if ananné does not expressly deny recognition.

2. Creation of contract

The presentation of goods in our e-Boutique does not represent any binding offer from ananné to conclude a purchase contract. You may select products from our range and collect them in the "basket" by clicking on the button "Add to basket". At any time before submitting your order you may view, change or delete the data saved there.

Before registering or submitting your address details, you make an order with no obligation to buy the goods in the basket by clicking on "Go to checkout". The order can only be submitted if you have accepted these terms and conditions of the contract. By accepting these terms and conditions, you apply them to your order. The General Terms and Conditions may be read, printed out or saved onto a local computer at any time via your internet browser.

A contract is created once ananné accepts your binding order received from you. Preceding this step, you sent an unbinding order to ananné via the e-boutique, and ananné has responded with a detailed offer via e-mail.

3. Delivery

ananné shall dispatch deliveries to the delivery address that you specify. Deliveries shall be made by parcel courier service, post or freight forwarder. Goods shall be transferred to the parcel courier, postal operator or freight forwarder no later than 5 working days after our order confirmation is issued to you. ananné is entitled to make use of split deliveries at no extra charge to you. Delivery times to countries outside Switzerland vary.

In the event that you are not present at the time of the delivery, the relevant distributor's terms and conditions shall apply. In the event that you refuse to accept the delivery, you shall be responsible for any additional costs arising as a result.

4. Prices and delivery costs

The published prices are net, exclusive of a possibly applicable VAT. Possible VAT and customs duties are to be covered by the recipient / end consumer and will be communicated previously.

5. Payment

You have to pay upfront for your purchases using electronic payment methods. They will be indicated by ananné. In the event that a refund is issued by ananné, you will receive an electronic credit note for the relevant amount. No cash refunds will be given.

6. Defects and liability

ananné attaches great importance to your satisfaction. We make every effort to process your order with the utmost care.

If the products are defective on delivery to you, we will arrange for a suitable replacement delivery to be made. For this, we require you to provide a complaint in writing giving the reasons for your dissatisfaction (by post or email) and to return the defective product by registered mail within seven calendar days. At the end of this seven-day cancellation period we will assume that the goods ordered are approved and replacements or returns will no longer be possible. ananné shall not be bound by any further guarantee or liability.

7. Data protection

ananné will record your personal data for the purposes of processing the order and would like to make shopping as easy as possible for returning customers.

We will treat your details as confidential and shall comply with the current legal provisions regarding data protection. The only customer data that will be passed on to third parties will be that deemed necessary for the processing of the order (e.g. for delivery, payment by credit card). For the purposes of your order, we will process all data entered in this connection (such as name, delivery address, email address, credit card details, user account details, product preferences, survey data, etc.).

You have the right to receive information free of charge at any time as to whether and which data relating to you is being processed. You may at any time arrange for incorrect data to be corrected or for your data to be deleted. Further information about the type, scope, location and purpose of the collection, processing and use of personal data required for the fulfilment of orders can be found in the privacy policy under:

www.ananne.com/pdf/privacy_ananne_en.pdf

8. Applicable law and place of jurisdiction

Contracts concluded with ananné shall be subject exclusively to Swiss law. The sole place of jurisdiction is Zurich. ananné is also entitled to institute claims proceedings in the customer's residence or usual domicile.

The legal ineffectiveness of individual provisions of these General Terms and Conditions shall not affect the validity of the contract or of the remaining provisions of these General Terms and Conditions.

Zurich, January 2012