

TERMS AND CONDITIONS

Last updated April 29, 2024

AGREEMENT TO OUR LEGAL TERMS

We are Element Kiteboarding GmbH ("**Company**," "**we**," "**us**," "**our**"), a company registered in Switzerland at Brückenstrasse 47, 3005 Bern. Our UID number is CHE-136.117.717.

We operate the website <https://www.element-kiteboarding.com> (the "**Site**"), and products, offerings and services described or linked to on the website as well as orders that are transmitted to us in any form (collectively, the "**Services**") are subject to these legal terms and conditions (the "**Legal Terms**").

All orders are subject to our general terms and conditions that can be read on the Site at the time of the order. Our general terms and conditions always take precedence over any terms and conditions of our customers, even if we do not expressly object to the latter.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**"), and Element Kiteboarding GmbH. You agree that by using our **Services**, you have read, understood, and agreed to be bound by all of these Legal Terms.

We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the "**Last updated**" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates.

1. PRODUCTS

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Site. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change at any time.

2. PURCHASES AND PAYMENT

2.1 OFFER AND CONTRACT CONCLUSION

The presentation of our products on the Site does not represent a legally binding offer. We confirm the receipt of orders from our customers by sending order confirmations via e-mail. Notification that we have received the customer's order does not constitute acceptance of the order.

The sales agreement is produced only after reception of the payment from the customer based on the offer respectively invoice, we have sent by e-mail.

2.2 PRICES

The prices quoted on our website do not include any costs associated with importing the goods into the country of delivery. This includes any fees, customs duties, import taxes and VAT. All costs in this connection, as well as the shipping costs, are to be borne by the buyer. We may change prices at any time.

2.3 PAYMENT

Our invoices are payable in accordance with the stated and agreed terms of payment (normally 10 days). Payments have to be made by prepayment. We accept the following forms of payment: bank transfer. All fees associated with the money transfer shall be borne by the customer.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

3. TERMS OF DELIVERY

Unless otherwise specified in writing, the transport company is selected by us and the delivery is shipped from our warehouse to the delivery address provided. The risk of accidental destruction and accidental damage to the goods passes to the customer with the handover. The delivery is carried out in accordance with Incoterm DAP (Delivered At Place).

In case of delivery according to buyer's instructions in terms of transportation company, the delivery is carried out in accordance with Incoterm EXW (Ex Works). The risk of accidental destruction, accidental damage and accidental losses to the goods passes to the customer with the handover to the transportation company.

All costs in connection with the import of the goods (fees, custom fees, taxes, VAT) shall be borne by the buyer.

We inform our customers specifically of any different delivery times.

Partial deliveries are permitted.

4. RIGHT OF WITHDRAWAL AND CANCELLATION

There is no right of withdrawal for goods delivered or services rendered.

After receipt of the payment there is no right of cancellation of the sales agreement.

5. WARRANTY

Time frame consumers: All warranty issues must be claimed within two years from when the customer purchased the product new.

Time frame business customers: All warranty issues must be claimed within one year from when the business purchased the product new.

Business customer must examine the supplied goods for deviations in quality and quantity immediately and notify Element Kiteboarding GmbH in writing about obvious defects within a period of two weeks of receiving the goods, otherwise warranty claims for such defects shall be excluded.

Used products sold to consumers or business customers are not covered by a warranty.

For accepted warranty cases, the customer must follow the instructions of Element Kiteboarding GmbH regarding returns. Otherwise, the transportation costs shall be borne by the customer.

The warranty claim form must be completed and contain the following information and documents: original receipt, serial number, pictures of serial number on the product, complete product, defect and the claim description.

Accepted warranty cases are handled in the following order: 1. repair 2. replace 3. refund

If replacement goods are supplied, the customer shall be obliged to return the originally supplied object to Element Kiteboarding GmbH within 20 days.

The warranty does not cover damage caused by negligence, misuse, abuse, neglect or normal wear and tear including but not limited to; rigging with other than Element Kiteboarding components, damage due to excessive sun exposure, damage caused by improper handling or storage, not following the instructions in the user manual, damage caused by use in waves or shore break and damage caused by anything other than defects in material and workmanship.

This warranty does not cover the product "Flash" used in schools.

This warranty is voided if any unauthorized repair, change or modification has been made to any part of the equipment. The warranty for any repaired or replaced equipment is good from the date of the original purchase only.

Further costs incurred in connection with the defect product are not covered.

6. PRIVACY POLICY

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into these Legal Terms.

Personal data that you submit by filling out a form on our Site or by sending an e-mail will only be used and stored for the fulfillment of the requested service or to process your request.

You have the right to receive information about your personal data stored by us at any time. You also have the right to have your personal data corrected, blocked or deleted. The deletion is carried out in compliance with the statutory archiving obligation.

7. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our products, as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws).

8. GOVERNING LAW

These Legal Terms are governed by and interpreted following the laws of Switzerland. Element Kiteboarding GmbH and yourself both agree to submit to the exclusive jurisdiction of the courts of Bern, which means that you may make a claim to defend your consumer protection rights in regard to these Legal Terms in Switzerland.

9. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.