

General conditions of sale

Article 1. Scope

These General terms and conditions of sale (ci- hereafter « GCS ») shall apply to all contractual relationship between the customer (hereafter: « Customer ») and Lundis Bleus, Storni & Vuilliomenet SNC, avenue Léopold-Robert 88, CH 2300 La Chaux-de-Fonds, Suisse (hereafter « Lundis Bleus »).

By using the website www.lundis-bleus.com (« the Site »), the Customer agrees to be bound by these terms and conditions as well as the general terms and the Privacy Policy.

Article 2. Applicability

The Customer acknowledges having read these General conditions of sale and accepts all of them in full as an integral part of the Agreement with Lundis Bleus, without reservations, modifications or limitations.

These General conditions of sale are subject to change from time to time at the sole discretion of Lundis Bleus and shall be replaced by new GCS, which will be published on the website www.lundis-bleus.com. Any order placed after the publication by Lundis Bleus of the new version general terms of sale implies the acceptance of those. The GCS must be accepted during the ordering process and shall form an integral part of the sales contract. The GCS are also available for download (PDF file) on the site www.lundis-bleus.com.

If a provision of these GCS is judged null and void, other provisions shall remain in full force and effect and shall continue to bind the parties.

Article 3. Price and payment conditions

All prices are in Swiss francs and include VAT. The prices invoiced by Lundis Bleus shall be those in force at the time of order.

According the country of delivery, Swiss VAT will be deducted during the ordering process.

Customer's attention is expressly drawn to the fact that additional fees may apply in case of delivery outside Switzerland, including local VAT and possible customs clearance charges. Moreover, UE customers may be charged an additional commission by their bank for a non SEPA payment.

The Customer shall pay delivery fees when applicable; those are indicated during the process order.

Article 4. Ordering items and contract conclusion

When placing an order, the Customer undertakes to purchase the selected products in accordance with these General conditions of sale.

The sale is concluded only when the Customer has clicked on «confirm» button in the shopping cart to confirm the purchase and after a confirmation e-mail has been sent to the Customer. A confirmation is sent by email for every order. Before having been confirmed in writing by Lundis Bleus, the orders placed on the Internet does not constitute acceptance of your order as a sale's agreement.

If a product is not available, the Customer will be immediately informed.

Payment for the order placed on www.lundis-bleus.com is due immediately on the date of the order. Price may be settled using credit card (Visa, Mastercard, International Maestro and American Express), Postfinance (for Swiss Customers) or with PayPal.

Payment Operations are managed directly by online payment service provider SIX Payments Services AG based in Zürich, Switzerland, by using its system Saferpay (www.six-payment-services.com).

Use of PayPal Payment services are subject to General terms as defined by Paypal according the country of origin of the Paypal user (www.paypal.com). By validating an order, the Customer must expressly accept the Paypal terms of use. The client's attention is expressly drawn to the fact that Lundis Bleus cannot be held liable for omissions or non-execution of Paypal Payment 'services.

Any order is considered as a firm and binding agreement to enter a sales contract as soon as Lundis Bleus received your order and that an order confirmation is sent by Lundis Bleus.

We reserve the right in our absolute discretion to reject any order that is placed with us, for instance in case of insolvency or in case of a pending and unsettled litigation related to previous orders.

Article 5. Delivery

All orders accepted by Lundis Bleus are shipped to the delivery address given by the Customer. The risk shall at all events pass to the Customers once the goods have been handed over to the carrier or freight forwarder. The goods delivery is operated by Swiss Post.

Shipping fees for new products orders on the website www.lundis-bleus.com are included in the selling price.

All other shipping costs (particularly a return after a warranty service or a mere service) are borne by the Customer. These shipping costs may vary according the delivery country of destination. If needed, you may contact us to obtain an estimate of the shipping costs for your country.

The Customer is always responsible for the costs of the shipment of returning products (particularly in case of exercise of right of withdrawal), unless otherwise specified in writing by Lundis Bleus to the Customer. The Customer solely holds the risk when returning products to Lundis Bleus.

Lundis Bleus shall do everything possible to have the merchandise delivered within a period of thirty (30) days, unless specified otherwise in writing. Lundis Bleus shall inform the Customer of any delay in shipping, but shall not be subject to a late charge.

Article 6. Warranty

Your watch is warranted by Lundis Bleus for a period of 5 years (60 months) from the date of purchase under the terms and conditions of this warranty.

All parts and labour costs are covered by the warranty. The warranty covers material and manufacturing defects existing at the time of delivery of the watch. On receipt, the customer has to check the delivered merchandise to exclude obvious defects in materials and workmanship as well as delivery or transport damages.

Leather watchbands and leather inner linings may reveal in case of moisture or perspiration some colored marks on the skin. These are harmless and will vanish by rinsing with water. We cannot warranty that stains on clothes (for instance a leather band rubbing against a shirt) may be removed and we take no responsibility whatsoever for. These possible marks are not a sign of poor quality of the bracelet, but are characteristic of a natural product.

The warranty does not cover :

- the battery's life;
- normal wear and tear and aging (e.g. scratched crystal; alteration of the colour and/or material of non-metallic straps and chains, such as leather, textile, rubber; peeling of the plating);
- any damage on any part of the watch resulting from abnormal / abusive use, lack of care, negligence, accidents (knocks, dents, crushing, broken crystal, etc.), incorrect use of the watch;
- indirect or consequential damages of any kind resulting from e.g. the use, the non-functioning, the defects or the inaccuracy of watch ;
- the watch handled by non-authorized persons (e.g. for battery replacement, services or repairs) or which has been altered in its original condition beyond Lundis Bleus' control. Therefore, watches opened, modified, processed or repaired by unauthorized third parties are no longer covered by the warranty.

The above warranty does not affect the purchaser's rights against the seller nor any other mandatory statutory rights the purchaser may have against the seller.

Without limiting the scope of these Terms of Use, no request whatsoever for goods or services delivered, non-delivery of products or services or otherwise shall not exceed the amount of the purchase price of goods or services gave rise to a claim for damages.

Any other claims towards Lundis Bleus, e.g. for damages additional to the above described warranty are expressly excluded, except mandatory statutory rights the purchaser may have against the manufacturer.

Article 7. Returning the goods / right of withdrawal

The Customer has 14 days from the date of delivery to exercise its right of withdrawal and returning the goods, under the condition to have previously informed Lundis Bleus by email. Are excluded from the scope of right of withdrawal the goods made according to the specifications of the consumer or definitely personalized, particularly «Grand Feu» enamel dials as well as unique pieces made according to the individual requirements of the customer.

Before any return, the customer must beforehand contact Lundis bleus (info@lundis-bleus.com). Unless otherwise expressly agreed, the shipping costs and possible financial fees will be borne by the customer. The goods must be returned by the customer at its own expenses to Lundis Bleus no later than fourteen days after having informed Lundis Bleus about his decision to withdraw.

All returned items must be received in their new unused condition, complete and in their original packaging.

Lundis Bleus will refund the original purchase price of the good(s) to customer, except for shipping charges, no later than fourteen days after having been informed of the customer's decision to withdrawn. Reimbursement may be withheld until the goods'recovery by Lundis Bleus or until the customer has supplied evidence of having sent back the goods. Proof of shipping means the shipping slip of the Post.

Damaged, incomplete, damaged or dirtied articles turned over by the customer won't be taken back (as far as they could not be put resale) and consequently will not be refunded.

Article 8. Data privacy

Parties undertake to respect the provisions of Swiss Privacy Law. They take all regulatory, administrative, technical and organizational measures that are necessary in order to ensure the information and data exchanged in the context of the execution of the contract will not be accessed by unauthorized third party.

Personal data are only processed within the strict context of the contract's fulfillment. Moreover, they may also be passed on to trading partners or companies in Switzerland or abroad, provided that this is necessary to the extent necessary for fulfilling the contract and that provisions of Swiss Privacy Law are obeyed.

Reference is also made to the Privacy policy available on the website.

Article 9. Applicable law and jurisdiction

This contract shall be governed and interpreted exclusively in accordance with Swiss law. The provisions of the Vienna UN Convention of 11 April 1980 concerning contracts for the international sale of goods (CISG) are not applicable.

Any dispute arising between the parties for any reason whatsoever relating to this contract shall be settled by the relevant courts under jurisdiction of the canton de Neuchâtel, Switzerland, with reserve of an appeal at the Federal Court, mandatory statutory provisions of Swiss law remain reserved.

The present General Terms of Sale are valid as of 1st October 2016.