



Global Farmers' Market

## **General Terms and Conditions**

gebana AG (hereinafter referred to as "gebana AG", "we", "us" or "our") operates the website [www.gebana.de/shop/en\\_eu](http://www.gebana.de/shop/en_eu) ("the gebana Website"). For contact details and more information about gebana AG please go to the gebana Website. The gebana Website is a website where you can buy products from gebana AG. Products sold on the gebana Website come from local producers whose products are displayed and can be sold via the platform. The contract for purchase is formed with gebana AG.

### **1. General information**

Unless otherwise provided below, these General Terms and Conditions of Business (hereinafter referred to as "GTC" or "General Terms and Conditions") apply to all orders placed by consumers and corporate clients placed by telephone, letter, fax or e-mail as well as via the gebana Website with gebana AG. These GTC shall not apply to orders placed via the "[Market Access Platform](#)".

The gebana Website users can be both natural persons and legal entities who order products (hereinafter referred to as "Customer(s)", "you" or "your").

In order to enter into a contract regarding a purchase on the gebana Website, Customers must confirm that they are over 18 years old or are a legal entity.

### **2. Scope of application of GTC**

The Customer's purchase shall be governed by the General Terms and Conditions applicable and shown on the website as of the order date. We reserve the right to update these General Terms and Conditions when necessary.

### **3. Placing the order and conclusion of contract**

Other terms and conditions applicable to your order (e.g. discounts, special terms of delivery, and right to cancel the purchase) are available from our website.

Deliveries of products requested by our customers that are not included in our regular offering and are therefore not offered on the gebana Website require a specific, separate agreement to be made in this regard.

gebana AG reserves the right to sell out the products offered on the gebana AG website. We therefore reserve the right at any time to no longer offer a particular item on the gebana AG website. Since the gebana Website offers mainly seasonal products, information on the seasons in which the respective product will be delivered can be found on the respective product page. Products presented on the gebana Website are not a binding offer, but they rather constitute a non-binding online product catalogue.

#### **a) Concluding a contract via the website**

You can add our products to the cart initially without any obligation to buy them and make changes at any time before making your final order, using aids provided and explained to you during the ordering process. If you click the "Order" button, your order of the products added to the cart will become binding. After you place your order via the gebana Website, we will send you an email confirmation of your order. We accept your order by sending you a confirmation of acceptance in a separate email within 2 days, delivering the goods or having the payment transaction processed by our technical service provider or the selected payment service provider.

#### **b) Concluding a contract via e-mail, letter or fax**

You can first make a non-binding inquiry about our products by sending an informal letter by e-mail, fax or regular mail, stating the exact delivery address. We will then contact you and make a binding offer for the products contained in the letter, stating the specific shipping costs by e-mail or letter. You can order the products you want by e-mail, fax or letter by sending a binding order letter within five days after receipt of our offer.

### **c) Concluding a contract via telephone**

You can first make a non-binding inquiry about our products by making a telephone inquiry, stating the exact delivery address. During the conversation, we will inform you of the specific shipping costs, the validity of our terms and conditions and the right of withdrawal to which you may be entitled, thereby making a binding offer. You can accept the offer within the conversation.

### **4. Language of the contract, storage of content of the contract**

The contract can be concluded in English.

We store the content of the contract for a given purchase and send you the order data and our GTC in writing. For security reasons, the content of contracts concluded via the gebana website is no longer accessible online.

### **5. Warranties and guarantees**

Purchases are subject to statutory warranty rights, unless agreed otherwise below.

Warranty claims for defects that occur within one year of delivery of the goods can be raised within a period of two years of delivery of the goods. In case that the Customer detects a reason for a warranty claim, he shall notify us within the following ten (10) days. If the Customer fails to notify us during this period, he loses his warranty claim. The above limitations and shorter periods do not apply to claims arising from damage caused by us, our legal representatives or vicarious agents

- in the event of damage arising from injury to life, limb and health;
- in the event of intentional or grossly negligent breach of duty and malicious intent;
- in the event of breach of essential contractual obligations whose performance is the basic prerequisite enabling proper performance of the contract and on the meeting of which the contracting party may normally rely (essential obligations)
- as part of a guarantee commitment, if agreed; or
- insofar as mandatory provisions relating to product liability are applicable.

Information on any additional guarantees that may apply and their exact terms and conditions can be found on the relevant product pages and on special information pages of the gebana Website.

### **6. Right of withdrawal**

Consumers have the statutory right of withdraw as described in the instruction on withdrawal. Corporate clients do not have the right of withdrawal at their discretion.

#### **Right of withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the last goods shipped.

To exercise your right of withdrawal, you must inform us (Gebana AG, Ausstellungsstrasse 21, 8005 Zurich, Switzerland, [info@gebana.com](mailto:info@gebana.com), fax +41 43 366 65 05) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. You must return or hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met, if you send the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods. You will only have to pay for any loss in value of the goods if this loss in value is due to handling of goods that is not necessary for testing their condition, properties and functioning. We may refuse to refund you, until we have received the goods back or until you have provided proof that you have returned the goods.

As far as permitted by statutory law, the right of withdrawal does not apply to the following contracts:

- Contracts regarding goods that spoil quickly or whose expiration date exceeds quickly.
- Contracts regarding sealed goods that are not suitable for return for reasons of health protection or hygiene, if their seal was removed after delivery.

### **7. Prices**

Prices of products displayed on the gebana EU website are published in euro (EUR). Prices include the statutory value-added tax.

Delivery costs may be payable in addition to the published prices depending on the delivery address, quantity of goods and items. The exact amount of delivery costs will be indicated during the ordering process.

## **8. Terms of delivery**

Deliveries are only sent to addresses in the European Union with the exception of Germany, Austria and Sweden. Deliveries are only made through shipping. We do not offer store pickups. We do not offer deliveries to self-service lockers.

gebana AG takes utmost care when accepting and processing orders and makes every effort to deliver your order to your home address or a pick-up point in accordance with the delivery option you have selected. Unless otherwise indicated in the product information, the standard delivery time is ten (10) working days.

If a product you have ordered is not available because we have not been supplied with the product by one of our reliable suppliers through no fault of our own despite us having placed the respective order, we will inform you of this immediately in the order confirmation. We shall thus be released from our obligation to perform the contract with you and may withdraw from the contract. If you have already paid for such products, you will get a refund right away.

gebana AG will make sure that the products are delivered to you as soon as possible, provided that the supplier delivers the product to us first. If any of the ordered products cannot be delivered immediately because gebana AG, through no fault of its own, was not supplied on time itself, although it has placed the respective orders with reliable suppliers, the missing products will be delivered to you later without any additional transport flat fee on your part, as long as this is an acceptable solution for you.

For perishable goods, which are marked as such in the context of the presentation of the goods, we shall inform you in advance of the delivery date. The customer shall ensure the reception of the goods on the delivery date by accepting the goods in person or by instructing a third person to accept them at the specified delivery address.

## **9. Payment methods and payment terms**

You can use the following payment methods to pay for your purchases as long as they are indicated on the gebana Website as available payment options at the time of your purchase.

### *Card payments (credit or debit card)*

You enter your payment details when placing the order using a valid debit card (Maestro) or credit card (Visa or Mastercard). The invoice amount will be reserved on your card immediately after you place your order and will be charged within the next 7 days. We reserve the right to check the validity of the payment card, the possibility of debiting the invoice amount, and the correctness of the buyer's address details. We reserve the right to refuse an order based on the results of these checks.

### *Invoice*

You pay for your purchase per bank transfer within 30 days after you receive the product together with an invoice. For first-time orders, we reserve the right to request partial payment using a different payment method. Thank you for your understanding.

### *Prepayment*

When selecting prepayment as the payment method, we will send you our bank account number in a separate email and will ship the products to you once we receive the payment.

## **10. Shipping damage**

The following rules apply to purchases by consumers: If you receive a product that has visibly been damaged during transport, please file the complaint with the carrier as soon as possible, and contact us immediately.

Failure to make such a complaint or to contact us will not have any consequences for your legal claims and their enforcement, especially your warranty rights. However, in this way, you will help us assert our own claims against the carrier or the transport insurance company.

## 11. Retention of title

The goods remain our property until full payment is received.

## 12. Privacy Policy

Your privacy is important to us. If you want to learn more about how we handle your personal data and how the gebana Website handles cookies, you can read more [here](#).

## 13. Liability

If an item is damaged, we will take the item back within fourteen (14) days and replace it for the Customer at our expense. If this is not possible, the Customer has the right to cancel the purchase or receive a deduction on the purchase price.

We reserve the right to change or complement our offering or remove some or all items from our offering without separate notice or to discontinue their display temporarily or permanently.

We at all times bear unlimited liability for claims arising from damage caused by us, our legal representatives or vicarious agents

- in the event of damage arising from injury to life, limb and health;
- in the event of intentional or grossly negligent breach of duty; or
- as part of guarantee commitments, if agreed.

In the event of slight negligence, we are solely liable for breaching a material contractual obligation. A material contractual obligation is understood to be a basic prerequisite enabling proper performance of the contract and on the meeting of which the contracting party may normally rely (essential obligations). Liability for slight negligence is limited to the amount of the damage foreseeable at the time when the contract was concluded and typically expected to occur.

Mandatory provisions relating to product liability remain reserved, if applicable. In all other cases, claims for damages are excluded.

If you resell the goods purchased from us, you are liable to the buyer, us or third parties for compliance with national and foreign regulations on food trade and other laws such as export regulations and bear sole responsibility for any damages.

## 14. Invalidity of individual provisions

Should individual provisions of these Terms and Conditions or parts thereof be invalid, the remainder of the contract shall remain valid.

## 15. Alternative dispute resolution procedures

The European Commission provides a platform for online dispute resolution (ODR) accessible [here](#). We are not obliged or willing to participate in dispute resolution proceedings before a consumer arbitration board.

## 16. Governing law

The laws of Switzerland govern this contract, whereas mandatory provisions applicable in the country of your usual residence remain reserved. The UN Convention on Contracts for the International Sale of Goods [CISG] does not apply.

## 17. gebana AG – company details

Address: Gebana AG, Ausstellungsstrasse 21, 8005 Zurich, Switzerland

Commercial register entry: CH-440.3.010.513-3

VAT number: CHE-102.755.127 MWST

Email: [info@gebana.com](mailto:info@gebana.com)

Phone: +41 (0) 43 366 65 00

CEO: Hans Adrian Wiedmer Leimbacher

## 18. Customer service

If you have any questions, feel free to contact the gebana customer service:

Email: [info@gebana.com](mailto:info@gebana.com)

Phone: + 49 7745 2799 988