

General Terms and Conditions of MyPiece Mouthpieces GmbH

1. Scope of application

These General Terms and Conditions ("GTC") apply to all relationships with MyPiece Mouthpieces GmbH, 3912 Termen (hereinafter "Company").

2. Products

The company operates the website www.mypiece.me (hereinafter "Website") and manufactures mouthpieces for brass instruments that are ergonomically adapted to the shape of a musician's mouth. The images of products on the Website are for illustrative purposes only and are not binding.

3. Order process

The ordering process is as follows:

- From the list of available mouthpieces on the website, the customer selects their preferred model to be personalized by the company and chooses the other options they require. When ordering for the first time, the customer must create a scan of their face in accordance with the instructions on the website and send it to the company. It is mandatory to provide a complete and existing delivery address.
- By clicking on the "Order" button, the customer submits an offer to the company to conclude a contract for the manufacture and delivery of the selected product. If the customer orders plastic prototypes to check the fit as part of an initial order, this does not yet create an obligation to order a metal mouthpiece; this must be ordered separately in a second step after selecting the best fit.

- The customer will then be asked to pay the price using one of the payment methods available on the website. Payment is made via external payment service providers (e.g. credit card companies, PayPal, etc.). These are independent of the company, and the relationship between the customer and the payment service provider selected by him is subject to the contractual conditions of the payment service provider. Advance payment is generally required.
- The contract is concluded as soon as the company confirms the order.
- Delivery will be made as quickly as possible, but no binding delivery deadline can be guaranteed.

As the products are personalized, one-off items made especially for the customer, withdrawal from the contract by the customer and return or exchange of the products are excluded. On the other hand, the company may withdraw from the contract at any time before the products are dispatched without giving reasons and against full reimbursement of the purchase price paid.

4. Delivery

Benefit and risk are transferred to the customer when the shipment is handed over by the company to the post office or a courier service. If the customer wishes to take out transport insurance, he must inform the company of this and bear the corresponding costs.

The customer must check the delivered products immediately and report any damage or defects to the company by e-mail within 5 calendar days.

5. Prices

Unless otherwise quoted, all prices are in Swiss francs (CHF) and exclusive of any applicable value added tax (VAT). Any import duties and other charges are also not included in the prices and shall be borne by the customer. The prices also do not include any fees arising from a contract between the customer and a payment service provider.

The company reserves the right to change prices at any time. The prices valid at the time the contract is concluded shall apply.

6. Warranty

Any warranty for plastic prototypes is excluded to the extent permitted by law.

The company guarantees metal mouthpieces against material and production defects for two years from the date of dispatch. A defect in fit only exists if the shape of the metal mouthpiece deviates from the shape of the plastic prototype selected by the customer.

The customer may report defects discovered during the inspection pursuant to clause 4 at any time during the warranty period. He must send the defective product with a detailed description of the defect to the company at his own expense and risk. If there is a defect, the company shall decide whether it wishes to repair the product or replace it with an identical product, or whether it wishes to refund the purchase price in full or in part in the form of a credit note. The repaired or replaced product shall be sent to the customer at the company's expense; in all other respects, para. 4. The warranty period shall not recommence as a result of the rectification of defects.

The above provision is exhaustive. All other warranties and warranty rights are excluded to the extent permitted by law.

7. Liability

Any liability of the company is excluded to the extent permitted by law, both in relation to the use of the website by the customer and in relation to the company's products and services.

8. Obligations of the customer

The customer is obliged to keep the login data for his customer account strictly confidential and to take appropriate measures to prevent unauthorized access (in particular choosing a secure password, using anti-virus software and an updated operating system and browser). The customer is liable for all activities, in particular orders, which are carried out using his login data.

9. Intellectual property rights

The company or its licensors are entitled to all rights to the products, services and any brands. No intellectual property rights are granted to the customer.

10. Data protection

The company processes personal data in accordance with the provisions of the Swiss Data Protection Act. It may process and use the data collected in connection with the conclusion of the contract for the performance of the contract, which includes passing it on to commissioned service partners.

The company may use comments made by customers for advertising purposes, stating their name and the instrument played, and may in particular publish these on the website if the customer does not explicitly object to this when making the comment. The company shall delete published comments immediately at the request of the customer concerned.

The company shall take the measures required to secure the data in accordance with the statutory provisions.

In all other respects, the current version of the privacy policy published on the website applies.

11. Changes

These General Terms and Conditions may be amended by the company at any time. The new version shall enter into force upon publication on the website and shall apply to all subsequent orders from that date.

12. Deviations

Deviations from these General Terms and Conditions are only valid if they are agreed in writing.

13. Applicable law / place of jurisdiction

The contractual relationship between the Customer and the Company shall be governed by Swiss substantive law, to the exclusion of the provisions of private international law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is explicitly excluded.

Unless mandatory statutory provisions take precedence, the court at the registered office of the company shall have exclusive jurisdiction.