

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)

TICK: Valid from 21 June 2017

1. General

- 1.1 The present General Terms and Conditions of Business (GTC) govern the conclusion, content and execution of orders and contracts for cleaning.
- 1.2 Once an order has been submitted, the present GTC are deemed to have been accepted by the customer.
- 1.3 Terms and conditions or other pre-formulated contractual conditions of customers or third parties are not binding, and do not form part of the agreements between TICK and customers.
- 1.4 TICK reserves the right to change the GTC. The version of the GTC which is applicable on the date of the order, which cannot be unilaterally altered with effect for the order in question, is authoritative.

2. Valid conclusion of contract

- 2.1 The contract between the customer and TICK is validly concluded upon unreserved acceptance by TICK of a written, verbal or electronic order from the customer (hereinafter the "Order"). Verbal (telephone) orders are binding only if the customer has provided its payment details in the course of prior registration (cf section 3.).
- 2.2 Following acceptance of the order by TICK, the customer will receive a corresponding electronic or written confirmation of the collection date and delivery date.
- 2.3 TICK is entitled to reject orders without stating its reasons, by non-confirmation of the order in question.
- 2.4 Orders and standing orders can be interrupted (paused) or cancelled at any time up to 21:00 at the latest on the day before the agreed (normal) collection and delivery day. The customer will not be charged for services which are not performed during the period of interruption.

3. Registration, change of address

- 3.1 The customer registers on one occasion only via TICK's website. Registration is free of charge.
- 3.2 The customer must log its data correctly during registration, and must immediately update these in the event of any change. By placing an order the customer confirms that the data it has provided are correct.
- 3.3 Written and/or electronic communications and deliveries from TICK are deemed to have been validly/successfully delivered if dispatched to the (correspondence) address(es) (email and/or postal address) most recently notified by the customer.
- 3.4 The customer agrees that the Swiss postal service [Die Post] will communicate its correct address to TICK if a postal consignment cannot be delivered to the stated address.

4. Service, prices

- 4.1 Prices are calculated on the basis of TICK's price list as applicable when the order is received.
- 4.2 All prices are understood to be in Swiss francs (CHF), inclusive of value added tax (VAT), unless explicitly stated otherwise.
- 4.3 The total price is made up of the order value and any deduction for credits (e.g. in the form of coupons or vouchers).
- 4.4 TICK provides reusable laundry bags free of charge for laundry to be collected or handed in. The bags provided then belong to the customer. Processing and invoicing are based on TICK's division of laundry items into bags for "washing, ironing, folding" (L or S), "dry cleaning" and "shirts and blouses".
- 4.5 Bags for "washing, ironing, folding" (L or S) contain all items of clothing (including shirts and blouses) which can be cleaned in a washing machine. TICK will return the processed laundry to the customer, folded or on hangers in the corresponding laundry bag, with a clean inner bag. The maximum number of shirts and/or blouses per bag is 10.
- 4.6 The "dry cleaning" bag exclusively contains items of clothing that should be dry cleaned. After they have been cleaned, the clothing items from this bag are placed on hangers in the cover provided by TICK, ready to be returned to the customer.

- 4.7 The "shirts and blouses" bag exclusively contains shirts or blouses. The minimum order value is CHF 29. The shirts or blouses are washed and ironed and returned to the customer either folded or on hangers, as the customer prefers.

5. Collection, processing, delivery

- 5.1 The collection and delivery times available are Monday to Friday inclusive, during the following time windows. 7.00 – 9.00, 12.00 – 14.00, 19.00 – 21.00 in the City of Zurich, 19.00 – 22.00 in the Greater Zurich area. Collection within 30 minutes or at a specific time can be agreed upon payment of an additional CHF 7. There are no collections or deliveries on public holidays.
- 5.2 If TICK is not able to carry out collection/delivery in regard to a confirmed order, TICK will agree a new collection/delivery time with the customer. TICK is not obliged to have collection/delivery effected by other means.
- 5.3 Non-observance of the collection/delivery period does not entitle the customer to withdraw from the contract, nor does it entitle the customer to any compensation.
- 5.4 Orders will be processed on working days, Monday to Friday. Preparation and delivery will be at the earliest after two (2) working days, e.g. items collected on Thursday will be delivered the following Monday.
- 5.5 If it is not possible for a delivery to be handed over in person during the agreed delivery period, the laundry will only be left at the customer's door if this has been expressly noted in writing in the order. Once the laundry has been handed over to the customer or delivered to the delivery address as stated in the order, the benefit and risk (particularly the risk of theft, damage by third parties and environmental influences) transfer to the customer.
- 5.6 The order is deemed to have been entirely fulfilled upon attempted delivery to the address provided by the customer in the order.
- 5.7 If the address provided by the customer on registration (cf section 3) for collection/delivery is not accessible, or is not or no longer correct, or if, in the event that TICK cannot serve the address as agreed where collection/delivery in the customer's absence has been requested, a charge of CHF 9.90 will be made for each unsuccessful attempt at collection/delivery.
- 5.8 Laundry which cannot be delivered will be taken away again by TICK. Following any unsuccessful attempt at delivery, TICK is not under any obligation whatsoever to store or monitor the customer's laundry.
- 5.9 If the customer does not have its laundry delivered or does not claim its laundry within two (2) months of the original delivery date, TICK can freely dispose of the items.

6. Payment conditions

- 6.1 The total price is due for payment immediately after the order has been processed. On this date the customer will receive (by email) an invoice showing the total price to be paid.
- 6.2 The customer authorises and empowers TICK to debit the full amount from the credit card provided as payment means during registration immediately after the order has been processed and before the order has been delivered to the customer. In the event of successful payment, TICK will send the customer (by email) the invoice including confirmation of payment. If the credit card provided cannot be successfully debited, the customer will receive an invoice indicating the payment status as "outstanding". In this case the customer must pay the total price to the courier upon delivery of the processed order (by EC card, credit card or PostCard) or, if the customer has given instructions for the laundry to be delivered in its absence, must pay the total price within ten (10) days.
- 6.3 After this period has elapsed, the customer is in default, without TICK having to issue any formal warning, and must pay TICK default interest at the rate of 5%. In this case TICK reserves the right to delay delivery of the laundry until

the total price has been settled in full. In addition a charge of CHF 15 will be made for each warning issued.

6.4 With PowerPay as external payment services provider, MF Group offers "payment by invoice" as a payment method, with part payment option. Upon conclusion of the purchase agreement, PowerPay takes over the invoice receivable and carries out the corresponding payment procedures. With purchase on account, in addition to our GTC you also accept the GTC of PowerPay, www.powerpay.ch/de/agb.

6.5 Please note that an administration fee is charged for each invoice, as well as further charges in the event of part payment or late payment, as set out in the AGB of PowerPay.

6.6 TICK is entitled to instruct third parties to collect monies owed, and is also entitled to transfer or assign all or part of the claims arising from the contractual relationship to third parties. The customer expressly gives its consent to this procedure.

7. Complaints, liability

7.1 All complaints must be notified to TICK immediately in writing, producing the payment receipt, no later than three (3) working days from receipt of the laundry, otherwise the goods will be deemed fault-free and approved.

7.2 In Switzerland, it is not possible to insure against claims in the field of textile care. Any compensation in the event of damage to the article or in the event of its loss is calculated according to the present value table for depreciation of textile items. Compensation in kind is excluded.

7.3 Insofar as is legally permissible, and irrespective of the basis of the claim, any liability on the part of TICK is excluded except in cases of gross negligence or intentional behaviour; in particular, TICK is not liable for slight or moderate negligence, or for indirect and direct damage (such as lost profit, loss of orders, etc.), or for third parties or vicarious agents.

7.4 Specifically, this means:

- A precondition for any liability on the part of TICK is the resistance of the articles in the context of a treatment according to the process recommended on the textile care labelling. In the absence of textile care labelling, TICK will rely on its specialist knowledge and on the intended use of the article; any liability is expressly rejected in the absence of textile care labelling.
- In spite of prior, expert, basic examination of the goods, TICK cannot accept any responsibility for damage arising as a result of any non identifiable property or hidden defects, such as insufficient material or seam strength, colour and print fastness, effects on buttons, clasps, zip fasteners, shoulder pads, appliqués, ornaments, ribbons, etc., or as a result of any incorrect textile care labelling. Any liability for changes in dimensions or colour shade of materials or knitted fabric within the normal tolerance range is excluded.
- If any special treatment is necessary this must be evident; in particular through identifiable delicate

properties or through soiling which requires special treatment. The care symbols and/or care instructions on the textile care labelling are authoritative for TICK.

7.3 If a textile cleaning order cannot be carried out, the item will be returned in the condition in which it was handed over.

8. Data protection, electronic communication

8.1 The information on TICK's website is compiled exclusively for the purpose of providing information about TICK's products and services.

8.2 TICK points out that the data collected in the course of conclusion of the contract is collected, processed and used to fulfil the obligation arising from the order. The data necessary for provision of the service and fulfilment of the contract may also be passed on to service partners acting on our instructions (e.g. logistics companies, service partners, collection agency), which may be located in other countries which may not have equivalent data protection laws. By consenting to the present GTC, our customers are giving their consent to such use of their data.

8.3 TICK cannot guarantee perfect electronic data transmission and the website's availability at all times. In principle, no liability can be accepted for the security of data transmitted via the Internet. Generally, the data are transmitted by means of SSL encryption. TICK is not liable for interruptions in data transmission or interruptions in the website availability, or for technical or electronic problems during the ordering process, or for the receipt and confirmation of orders.

9. Applicable law, place of jurisdiction

9.1 All legal relations between the parties are subject to **Swiss law**, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention).

9.2 The **exclusive place of jurisdiction** for all disputes arising from or in connection with the contractual relationship between the customer and TICK (including in regard to the applicability and validity of the present GTC) is **Frenkendorf, canton of Baselland, Switzerland**. TICK reserves the right to bring legal action against the customer with legally valid effect also before the competent court of the customer's place of residence or the place where the customer has its registered office, or at any other competent court.

9.3 The **place of performance** for all obligations arising from the contract is **Frenkendorf, canton of Baselland, Switzerland**.

Contact:

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