

General Terms and Conditions of kathrinfederer.ch ("hereinafter kathrinfederer.ch") (GTC)

Art and community are the supporting pillars of our project. But because our offer is of course also about business (for all parties involved), we cannot avoid giving these businesses a uniform contractual basis. This is the purpose of the following rules, which we have agreed upon between you and us.

(we are kathrinfederer.ch
Kathrin Federer
Augwilerstrasse 92
CH-8426 Lufingen
Tel.: 079 77 79 75
kathrinfederer.ch.ch
contact(at)kathrinfederer.ch)

agree in a binding manner. For the sake of simplicity, the masculine form is used throughout the text; the feminine form is of course included.

Our GTC aim to regulate the business relationship between you and us binding and fair. Basis of an order and a contract are therefore always the following terms and conditions kathrinfederer.ch, whose knowledge and inclusion you confirm with an order or when logging into your customer account with us. You can view the terms and conditions at this point and print them out immediately if necessary.

For the business relation between kathrinfederer.ch, and the orderer exclusively the following general trading conditions apply in their version valid at the time of the order. Deviating conditions of the orderer do not recognize kathrinfederer.ch, unless, kathrinfederer.ch would have agreed expressly in writing to their validity.

We would also like to point out the following in advance: The papers, dyes, chemicals and other materials used in our source materials and manufacturing processes may, like other dyes, change slightly over time, sometimes even from one production batch to the next. Changes occur in particular over time due to high temperatures, high humidity - or its strong fluctuation - as well as sunlight. In order for you to enjoy our products for a long time, you should not expose photographs, laminations and frames in whole or in part to direct sunlight, hang them directly over heaters or expose them to humidity levels exceeding those of normal living rooms. Photographs, laminations and frames are therefore not suitable for outdoor use, basements, bathrooms and kitchens. Laminations with UV protective film or acrylic glass and

wooden frames are very sensitive to scratches and stains and should therefore only be handled with gloves or comparable protection.

GENERAL RULES

1. Who can register and/or order?

We ask for your understanding that only natural persons, legal entities or partnerships with unlimited legal capacity can register/order with us. In particular, minors are not allowed to register and order from us. We must ask you to provide the data requested by us during registration completely and correctly, e.g. first and last name, current address (no P.O. Box) and telephone number (no value-added service number), a valid e-mail address. We are entitled, but not obliged, to check the accuracy of the information provided. If you register on behalf of a legal entity, this registration may only be made by a natural person authorized to represent the entity, who must be named. If the data provided changes after you have registered, you are obliged to correct the information in your account immediately. When registering, you choose a user name (your e-mail address) and a password. The user name must not infringe the rights of third parties - in particular name or trademark rights - it must not be misleading and not violate morality or the law. We are free to define formal requirements and restrictions of new usernames or to reject usernames - even afterwards.

2. What services do we provide?

Upon your request by means of the input aids provided at kathrinfederer.ch, we perform the following services: From the digital template selected by you, we create physical prints, i.e. digital data reproduced on a carrier material, e.g. for your own use or for resale. Furthermore kathrinfederer.ch also offers digital templates and add-ons, which however may not be resold or transferred. You can also purchase vouchers for purchases with the printed motif and purchase digital templates and add-ons. Kathrinfederer.ch organizes and hosts (online) workshops and webinars, which customers can book online on the kathrinfederer.ch website or by email upon request, in part against payment.

Furthermore, kathrinfederer.ch offers livestreams and video tutorials, which you can watch for free or experience live on the mentioned channels.

3. What is the procedure for ordering from kathrinfederer.ch?

The presentation of the products in the online store does not constitute a legally binding offer, but a non-binding online catalog. The products selected by you via the button "Add to cart" will

be summarized again in an order overview at the end of the ordering process. Here you should check, complete or correct all the information provided during the ordering process. By clicking the button "Checkout" you send your order data and declare bindingly to kathrinfederer.ch that you want to purchase the products listed there (offer). We automatically accept your offer upon receipt of your order. Immediately after sending the order, you will receive an order and contract confirmation by e-mail, in which the details of your order are listed again.

The text of your order will be stored by us and can be sent to you upon request after completion of your order. kathrinfederer.ch recommends that you print out the order data and the general terms and conditions applicable at the time of the order for your security. German is available to you as the contract language.

4. How can I cancel my order?

4.1 We would like to point out that for works from the kathrinfederer.ch online store with a freely selectable size, equipment, refinement or detail design ("individual product") a right of revocation is excluded, because the created works are individually made according to your specifications and tailored to your personal needs. For goods that are made according to customer specifications or are clearly tailored to personal needs, a right of withdrawal is excluded according to Art. 40f CH OR.

4.2 Validity of the right of revocation for vouchers

CANCELLATION POLICY

Right of withdrawal

You have the right to revoke this contract for vouchers within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods or has taken possession of the goods if you have ordered one product or several products as part of a single order and the product or products are delivered in one overall delivery.

In order to exercise your right of withdrawal, you must inform us, kathrinfederer.ch, Kathrin Federer, Augwilerstrasse 92, CH-8426 Lufingen, Tel: 079 777 79 75, mail(at)kathrinfederer.ch by means of a clear declaration (e.g. a letter or e-mail sent by post) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, which is, however, not mandatory.

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.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We can refuse the repayment until we have received the goods back or you have provided proof that you have returned the goods, whichever is the earlier.

You must return the goods 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 bear the direct costs of returning the goods.

Legal right of withdrawal & sample withdrawal form:

SAMPLE CANCELLATION FORM

(If you want to cancel the contract, please fill out and return this form).

To kathrinfederer.ch
Kathrin Federer
Augwilerstrasse 92
CH-8426 Lufingen
mail(at)kathrinfederer.ch

I/we () hereby revoke the contract concluded by me/us () for the purchase of the following goods ()

Ordered on () /received on ()

Name of the consumer(s)

Address of the consumer(s)

Signature of consumer(s) (only in case of notification on paper)

Date

End of the cancellation policy

4.3 Further notes when exercising the right of withdrawal

To ensure fast processing, you have the option to contact us by phone. We also recommend that, if possible, you always use the original packaging when returning goods to avoid damage.

5. When and how will the ordered work be delivered?

5.1 The delivery time depends on the desired delivery address. The delivery times are displayed at checkout.

5.2 Unless otherwise agreed, the delivery will be made from stock to the delivery address you specify. After delivery, you will usually receive a confirmation e-mail from us.

5.3 If possible, everything will be delivered in one shipment. We are entitled to make partial deliveries. If we fulfill your order by partial deliveries, you will only incur shipping costs for the first partial delivery.

5.4 What must be observed for a delivery abroad?

Please note that express delivery is not possible.

Should taxes, customs duties or fees be incurred for a shipment to countries outside the EU, these will be borne by you.

6. How much are the shipping costs?

The shipping costs are not included in the price of the order and will be added to it in each case. The amount of the shipping costs depends on the image size and the ordered product type. You will find information about the shipping costs during the order process at the check-out on the website at the respective product.

7. What prizes do we receive?

7.1 The prices for our services pursuant to Section 2 of these GTC are derived from the current price list, which can be viewed under Formats & Prices and which we specify during the order process. For special formats, the price will be specified during the ordering process.

7.2 The prices stated in the online store and on the webinar page are final prices.

7.3 We are entitled to change the price list for future orders at any time without separate notification.

8. How is the payment made?

8.1 Payment methods

Our currently offered payment option is PayPal. All prices are in USD. During your online purchase we offer you the greatest possible security, secured by modern SSL encryption.

If PayPal payment is not possible for you, let us know by email and we will offer you an alternative. Likewise, you can let us know if you want a credit card payment.

8.2 Maturity

The purchase price is to be paid in advance - plus the shipping costs shown under 6. - in case of payment by credit card or with PayPal in case of invoice and installment purchase after shipping. For paid webinars always in advance.

8.3 PayPal

In the case of a PayPal payment, you will be automatically redirected to the PayPal payment service after completing the order process. The payment process is then governed by the terms of PayPal.

9. Retention of title

The executed works remain property of kathrinfederer.ch until full payment.

10. What are your duties and responsibilities as the purchaser?

10.1 The contents stored on the kathrinfederer.ch website may not be copied or distributed, or used or reproduced in any other way, without the prior consent of the copyright holder, unless

this is permitted by law or is necessary for accessing the website. This also applies to copying by means of "robot/crawler" search engine technologies or by other automatic mechanisms.

10.2 A password chosen by you or provided by us for the use of our services with your customer account must be treated confidentially and protected against misuse. You shall be liable for any damage resulting from misuse of your customer account and/or password for which you are responsible. You must keep your password secret and carefully secure access to your account. You are obliged to inform us immediately if there are indications that your account has been misused by third parties.

11. Copyrights

The copyright and all other rights to the content, images, photos or other files on the website belong exclusively to kathrinfederer.ch or the specifically named copyright holders. For the reproduction of any elements, the written consent of the copyright holders must be obtained in advance.

12. What am I allowed to do with the purchased work?

12.1 Please note that with the purchase of a work you only acquire the real property in it. No other rights of use are granted. Any reproduction (duplication), distribution, renting, making available to the public or other analog or digital utilization is not permitted unless authorized by law.

12.2 You may resell the Work as you wish.

13. What warranty is provided for our services?

We shall be liable for defects in accordance with the statutory provisions applicable to this. The warranty period on items delivered by us is 2 years. An additional warranty exists for the goods delivered by us only if this was expressly given in the order confirmation for the respective item.

14. What to do if you want to complain about our performance?

14.1 We presuppose your claims for defects that you have complied with your statutory obligations to inspect and give notice of defects. If a defect becomes apparent during the inspection or later, we must be notified thereof in writing without delay. The notification shall be deemed to be made without delay if it is made within two weeks, whereby timely dispatch of the notification shall suffice to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, you shall notify us in writing of any obvious defects (including

incorrect and short deliveries) within two weeks of delivery, whereby timely dispatch of the notice shall also suffice to meet the deadline. If you fail to duly inspect the goods and/or give notice of defects, our liability for the non-notified defect shall be excluded.

14.2 Defects in a part of the delivered goods shall not entitle you to complain about the entire delivery unless a partial delivery is of no legitimate interest to you.

15. Online workshops and Webinars (all online services)

Workshops and webinars are held via Zoom (zoom.com) whenever possible. The webinars are recorded only for private lessons on request. After completion of the course kathrinfederer.ch hands over the video to the customer before it is finally deleted on the part of kathrinfederer.ch.

For paid seminars: Cancellation requests can be submitted via link in the registration confirmation or via email. Please note that refunds will be processed in the original form of payment. Cancellations from participants who have already registered must be received in writing no later than 7 business days (Mon - Fri) prior to the start of the seminar. There are no additional costs for one-time rebooking within the deadline. Each additional rebooking costs USD 50. If a written cancellation is received after the above deadline or if a participant does not show up for the course without cancellation, the entire seminar fee will be charged.

If you have any questions or concerns regarding our cancellation policy, please contact us at contact@kathrinfederer.ch.

kathrinfederer.ch reserves the right to postpone or cancel an online event as well as booked private lessons at any time in case of unforeseen circumstances, e.g. insufficient registrations (in case of online events) or illness. We make every effort to notify our clients at least two business days prior to the event, if possible, if an event must be postponed or cancelled. If kathrinfederer.ch cancels a session, you will have the option to reschedule the session for a later date up to 6 months after the original date or receive a credit or refund.

Hardware and software are the responsibility of the participants. If a participant books an online service, he/she also confirms that he/she is in possession of functioning hardware (computer/tablet) and installed and licensed software (corresponding to the booked webinar) at the time of the implementation.

16. Registration on this website

To use certain functions, you can register on our website. The transmitted data is used exclusively for the purpose of using the respective offer or service. Mandatory information

requested during registration must be provided completely and truthfully. Otherwise, we will reject the registration.

In case of important changes, for example due to technical reasons, we will inform you by e-mail. The e-mail will be sent to the address specified during registration.

The processing of the data entered during registration is based on your consent (Art. 6 para. 1 lit. a DSGVO). A revocation of your already given consent is possible at any time. An informal communication by e-mail is sufficient for the revocation. The legality of the data processing already carried out remains unaffected by the revocation.

We store the data collected during registration for the period you are registered on our website. If you would like to delete your account at kathrinfederer.ch irrevocably, please send us a corresponding written request to mail(at)kathrinfederer.ch with your first and last name as well as your email address. Your data will be irrevocably deleted after a single request. If you want to register again, you have to create a new account. Legal retention periods remain unaffected.

17. Vouchers

Gift vouchers can be redeemed for all products at kathrinfederer.ch. However, they can not be used for re-purchase of gift vouchers. Vouchers can only be redeemed for merchandise, returns and cash payments are not possible. For more information on vouchers, please visit our [FAQ page](#).

18. How are we liable?

Disclaimer

kathrinfederer.ch reserves the right not to be responsible for the topicality, correctness, completeness or quality of the information provided.

Liability claims regarding damage caused by the use of any information provided, including any kind of information which is incomplete or incorrect, will therefore be rejected.

All offers are non-binding. kathrinfederer.ch reserves the right to change parts of the pages or the complete publication including all offers and information might be extended, changed or partly or completely deleted by the author without separate announcement.

Liability under the Product Liability Act remains unaffected.

19. What happens with my personal data?

You can find all information about this in our privacy policy.

20. How long are the GTC valid?

Only these GTC apply in the version valid at the time of the order. We do not recognize any deviating terms and conditions of you, unless we have expressly agreed to their validity in writing.

21. Which law and which place of jurisdiction are applicable to this contract?

The GTC are subject to the substantive law of Switzerland.

We also answer further questions on our [FAQ page](#).

Status: January 2023