

THERMAL-TECH AG | T&amp;C ENESWISS

# General Terms and Conditions (T&C)

EFFECTIVE DATE:

October 5, 2026

SCOPE:

Switzerland / EEA

WEBSITE:

[www.eneswiss.ch](http://www.eneswiss.ch)

## 1 SCOPE OF APPLICATION AND CONTRACTING PARTY

1. These General Terms and Conditions (T&C) govern all sales contracts, services, and orders placed through the website [www.eneswiss.ch](http://www.eneswiss.ch) and associated distribution channels between Thermal-Tech AG (hereinafter "ENESWISS" or "Seller") and its customers (hereinafter "Buyer" or "Customer").
2. ENESWISS is a registered brand of Thermal-Tech AG. All products and services offered through this website are legally provided by Thermal-Tech AG.
3. The version of these T&C valid at the time of contract conclusion shall be authoritative. Deviating, conflicting, or supplementary terms of the Customer shall not apply unless explicitly approved in writing by the Seller.

## 2 CONTRACTUAL TERRITORY

Online distribution is primarily aimed at customers domiciled or having their registered office and delivery address in Switzerland and the European Economic Area (EEA). Orders and deliveries outside this territory require an individual written agreement.

## 3 OFFERS, PRICES, AND SHIPPING COSTS

1. Offers and price displays on [eneswiss.ch](http://eneswiss.ch) represent a non-binding invitation to place an order (invitatio ad offerendum within the meaning of Art. 7 para. 2 Swiss Code of Obligations - CO). Price modifications, technical alterations, as well as errors and misprints remain reserved.
2. All price indications are stated in Swiss Francs (CHF) and include statutory Swiss Value Added Tax (VAT).
3. Packaging, shipping, and any additional charges (e.g., logistics surcharges, bulky goods, express delivery) are listed separately and displayed transparently to the Customer prior to placing a binding order.

## 4 CONCLUSION OF CONTRACT AND CANCELLATION

1. By submitting an order, the Customer submits a legally binding offer to enter into a purchase contract.
2. The automated confirmation email sent immediately upon receipt of the order does not constitute acceptance of the offer. The purchase contract is only concluded upon explicit declaration of acceptance by ENESWISS (order confirmation or dispatch confirmation).
3. In the event of price or stock discrepancies, the Customer will be informed immediately. In such cases, the contract is concluded only once the Customer explicitly accepts the amended offer.
- 4.4 **Contract Withdrawal / Cancellation Fee:** If the Customer withdraws from the contract after conclusion or cancels an order without a statutory or explicitly agreed written right of withdrawal, ENESWISS reserves the right to charge a contractual penalty / administrative processing fee of 15% of the total order value (minimum CHF 20.-) or to deduct this amount from any purchase price

already paid (Art. 160 et seq. CO). The right to assert further proven damages remains reserved.

## 5 PAYMENT TERMS AND DEFAULT

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1. The Customer may use the payment methods made available during the checkout process:
  - Purchase on account (subject to creditworthiness; payment term: 10 days from invoice date)
  - Advance payment (bank transfer)
  - Credit Card (Visa / Mastercard)
  - Purchase on account via external payment and credit service providers
2. **Default in Payment:** If the payment term is exceeded, the Customer is automatically placed in default without requiring further notice (Art. 102 para. 2 CO). Upon default, default interest of 5% p.a. is due (Art. 104 CO). For the second and each subsequent reminder, a dunning fee of CHF 20.- may be charged to cover administrative costs. Full reimbursement of collection and legal costs remains reserved.
3. **Credit Assessment & Data Transfer:** The Customer agrees that personal data required for credit evaluation, credit checks, and debt collection may be transferred to specialized credit agencies (e.g., CRIF AG, Zurich). This consent can be revoked in writing at any time with future effect.

## 6 DELIVERY, ACCEPTANCE, AND TRANSFER OF RISK

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1. Delivery is carried out to the delivery address specified by the Customer using selected logistics and transport partners (e.g., DPD, DHL, or freight carrier).
2. Standard delivery time is 2 to 5 business days. Supply shortages, high demand, or custom manufacturing may result in reasonable extensions of the delivery timeline.
3. **Transfer of Risk:** The risk of accidental destruction or deterioration of the goods passes to the Customer upon handover to the transport company or postal service (Art. 185 CO). Apparent transport damage must be reported immediately to the carrier and in writing to ENESWISS.

## 7 RETENTION OF TITLE

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Delivered goods remain the property of Thermal-Tech AG until full payment of all claims arising from the purchase contract. The Seller is authorized to enter a corresponding retention of title in the official register at the domicile or registered office of the Customer (Art. 715 Swiss Civil Code - CC).

## 8 VOLUNTARY RETURN POLICY / PROCESSING FEE

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1. Under the Swiss Code of Obligations (CO), there is no statutory right of withdrawal for online purchases. However, ENESWISS voluntarily grants consumers a 14-day return policy from receipt of goods.
2. **Requirements:** Goods must be returned unused, undamaged, in their original condition, and in intact original packaging.
3. **Exclusions from Return Right:** The right of return is explicitly excluded for:
  - Custom-made products or goods customized to Customer specifications
  - Articles that have already been opened, assembled, commissioned, or used
  - Individually configured or ordered systems and components
4. **Return Address:**

Thermal-Tech AG  
ENESWISS Customer Service  
Klostergutstrasse 4  
8252 Schlatt TG, Switzerland

5. **Costs and Cancellation Charge:** Returns are carried out at the Customer's risk and expense. In case of an eligible return, the purchase price paid will be refunded minus a processing and restocking fee of 15% of the merchandise value (minimum CHF 20.-). Shipping and auxiliary fees already incurred are non-refundable.

## 9 WARRANTY AND NOTIFICATION OF DEFECTS

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1. Statutory warranty rights according to Art. 197 et seq. CO are waived to the maximum extent permitted by law and replaced by the following terms.
2. The Customer must inspect delivered goods immediately upon receipt and notify ENESWISS in writing within 3 business days with detailed description and photos of any defects (duty of inspection and notification under Art. 201 CO). Hidden defects must be reported in writing immediately upon discovery.
3. Upon timely and justified notice of defect, ENESWISS reserves the right, at its sole discretion, to:
  - repair the defect free of charge (remedy),
  - deliver defect-free replacement goods, or
  - refund the purchase price in full or in part.
4. The Customer's right to rescind the contract (cancellation) or demand a price reduction (Art. 205 CO) is expressly excluded, provided ENESWISS remedies the defect via repair or replacement delivery within a reasonable timeframe.

## 10 LIMITATION OF LIABILITY

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1. The liability of the Seller is governed by applicable legal provisions. Liability for light negligence, indirect damages, consequential damages, lost profits, or damages resulting from delivery delays is excluded to the fullest extent permitted by law (Art. 100 CO).
2. Liability for auxiliary persons of the Seller is completely excluded (Art. 101 para. 2 CO).