

**General Terms and Conditions for the Online Shop of
Wüest Partner AG (as of July 2022)**

1. Validity, consumer, entrepreneur

1.1 These terms and conditions apply to customers who order participation in events, digital products and services (collectively "Products") in our online store. Unless otherwise stated, they apply to private persons as well as to entrepreneurs.

1.2 These terms and conditions shall apply exclusively to all deliveries and services, including future deliveries and services. Deviating or additional terms and conditions of you shall not become part of the contract unless we expressly agree to them. In this case, they shall only apply to the respective individual contract. Individual agreements always have priority.

2. Conclusion of contract

2.1 The presentation of the products in the online store does not constitute a legally binding offer, but a non-binding online catalog.

2.2 You can put the selected products in the "shopping cart". On the page "Shopping cart" we guide you through the ordering process. You can change and correct your entries until the completion of the order by clicking on the appropriate buttons.

2.3 By clicking the button "Order subject to payment" you place a binding order for the products contained in the shopping cart. The confirmation of receipt of the order follows immediately after sending the order and does not yet constitute acceptance of the contract.

2.4 The contract for the provision of digital products or the provision of a service is concluded when you receive an order confirmation by e-mail, at the latest with the provision of the product or the provision of the service. When registering for an event, the following applies in deviation from sentence 1: There is

2.5 no claim to participation. We can therefore also reject a registration, in particular,

2.6 if there are no more places available. A contract for participation is only concluded when you receive a separate confirmation of registration.

2.7 You can view these General Terms and Conditions at any time at <https://www.wuestpartner.com/ch-de/rechtliches/agbs/>, save them as a PDF and print them out. In addition, we save the text of the contract and send you the order data by e-mail. You can also print out this data as part of the ordering process as an "order confirmation". Registered customers can view past orders in their customer account.

3. Access, provision and rights of use for digital products

3.1 For purchased digital products, a download link will be provided to you via email.

3.2 Purchased digital products can also be viewed and downloaded via the password-protected customer account. You can change the access data at any time. Only you may access the purchased products with your access data. You are obliged to keep the access data secret and to prevent unauthorized use of the access by third parties.

3.3 Unless otherwise specified, purchased digital products shall be made available immediately after conclusion of the contract; this shall also apply to digital products that are part of a package contract or a linked contract.

3.4 With the provision or transmission of the individual digital products, you receive the simple right to use them for your own use. It is not permitted to reproduce content and make it available to third parties - in particular via the Internet. The rights of use granted are neither transferable nor sublicensable. Uses that are compulsorily permitted by law under copyright law remain fully permitted to you.

4. Prices, payment, invoice

4.1 The prices at the time of the order apply. All prices include the statutory value added tax.

4.2 The possible means of payment are listed at the beginning of the ordering process.

4.3 We can also send the invoice to you electronically (e.g. as a PDF document by e-mail), unless otherwise agreed.

5. Offsetting, right of retention

You shall only be entitled to rights of set-off or retention if your counterclaim is undisputed or has been finally adjudicated or if it is based on the same contractual relationship as our claim.

6. Deficiencies

In the event of defects in digital products, you have the legal rights.

7. Liability

7.1 Our liability for damages and reimbursement of expenses for slight negligence is excluded.

7.2 However, our liability for damages arising from injury to body, life or health, for intent and gross negligence, for the absence of a warranted characteristic and under the Product Liability Act is unlimited.

8. Privacy

We provide information about our handling of personal data in our data [protection information](#).

9. Final provisions

9.1 The contract language is German.

9.2 Swiss law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

9.3 Should one or more of these conditions be or become invalid, the validity of the remaining conditions shall not be affected.