

# **TERMS AND CONDITIONS** HOUSE OF GRAUER SA - Effective January 1, 2023

## Article 1. Access and Customer Account

To access the catalog, creating and fully completing a personal and nominative account online or in-store, including all billing information, is mandatory. The customer agrees to provide valid and verifiable information to House of Grauer SA. Only adults can open a customer account and complete a purchase request called a wishlist. House of Grauer SA reserves the right to activate the customer account after performing a set of internal checks, which the customer tacitly accepts. The customer will receive a confirmation email no later than five business days after the customer account is accepted and activated. All personal data will be considered strictly confidential and stored on third-party company servers protected by SSL protocols.

## Article 2. Wishlists

All purchase requests (Wishlists) are subject to confirmation by House of Grauer SA, which reserves the right to limit the requested quantities or even refuse all or part of the request.

## Article 3. Verification

House of Grauer SA will conduct a solvency check of the customer. By submitting a request, the customer agrees that this type of check may be carried out. Once the Wishlist is accepted, House of Grauer SA will issue an invoice, which will be visible on the customer's account or sent by mail or email as per the customer's request. The merchandise will be made available in-store or shipped no later than three business days after payment is received.

# Article 4. Prices and VAT

Prices are quoted in CHF, net amounts, including VAT, and any possible discounts and rebates. House of Grauer SA reserves the right to change prices without notice. The prices displayed on the products in the store are binding. Items with a warranty are subject to the conditions of the offer valid at the time of purchase. The warranty takes effect on the delivery date of the item, justified by the accompanying document (invoice) that we ask you to keep carefully. The following are not covered: damages due to improper maintenance, failure to follow the user manual, or normal wear and tear. Accepted payment methods are:

- $\cdot$  Bank transfer to our account in Switzerland.
- · Credit cards: Visa, V-Pay, Mastercard, Maestro, CUP, JCB,
- Diners, American Express, PostFinance, AliPay, Wechat.
- $\cdot$  On-site: Cash in CHF or EUR (banknotes only for foreign currencies).

### Special VAT cases:

· Orders shipped outside Switzerland and Liechtenstein will be invoiced without VAT.

• Export by the customer: issuance of a tax-free form upon presentation of the customer's valid passport directly at the store. To get a VAT refund, the customer must have the form stamped when passing through customs and mail it back to House of Grauer SA, Route des Jeunes 9, 1227 Les Acacias/Geneva.

• For VAT-exempt customers: Upon presentation of the AFC document duly completed, signed, and stamped with the institutional beneficiary's seal.

### Article 5. Shipping and Guarantees

It is possible to ship certain goods within Switzerland or abroad. House of Grauer SA complies with the current regulations of each destination country concerning the trade of cigars and alcohol (e.g., no alcohol shipment to Saudi Arabia, no shipment of Cuban-origin products to the United States). Shipping fees will be added to the final invoice based on the chosen shipping method (depending on the product(s) to be shipped, weight, volume, and any other element that may modify the shipping method) and the geographical shipping zone. Due to the various shipping restrictions according to the destination, product nature, and required quantity, orders will be validated on a case-by-case basis.

House of Grauer SA guarantees the delivery of the order once it is accepted. If the order does not reach its final destination within 31 days of shipment, House of Grauer SA will replace the order with a new shipment or issue a credit note or full refund at the customer's request.

Upon receiving the order, the customer has 14 days to make any written claims (mail or email). The customer has the right to return the entire order or part of it. Products must be intact and in their original packaging for a full refund. Return shipping costs are the customer's responsibility. No spontaneous returns are accepted. The customer must contact House of Grauer SA to follow the procedure and obtain a corresponding return number.

## **Article 6. Final Provisions**

The Swiss Code of Obligations applies. The legal venue is Geneva. House of Grauer SA reserves the right to modify these Terms and Conditions at any time. Changes will be communicated on the House of Grauer SA website and take effect when posted online.