

General Terms and Conditions

Santhema AG, Egg near Zurich, updated on: January 26, 2026

The deliveries, services, and offers of Santhema AG are subject exclusively to these General Terms and Conditions. They take precedence without exception over any conflicting terms and conditions. By ordering products or services and checking the box for the general terms and conditions during the ordering process, you acknowledge that you have read and accepted these terms and conditions. Any deviations from these general terms and conditions are only effective if confirmed by us in writing. By ordering products or services and checking the box for the GTC during the ordering process, you acknowledge that you have read and accepted these terms and conditions. Any deviation from these general terms and conditions is only valid if confirmed by us in writing.

1. Scope of services

We guarantee purchasers of our branded products consulting services, warranty, accessories, spare parts, and repairs for products purchased from us. If an item is no longer available in our range, we will nevertheless endeavor to supply or procure accessories, spare parts, and repair services. The warranty remains binding.

2. Conclusion of contract

The contract is concluded as soon as the customer places an order by email or telephone. The automatically generated order confirmation is sent as an electronic invoice to the email address provided. The original invoice is sent with the goods. If the details of a new customer cannot be verified, we will only deliver against advance payment. The same applies in the event of insufficient solvency, outstanding reminders, or repeated reminders up to shortly before debt collection.

3. Terms of payment

All prices include 8.1% VAT. The seller, Santhema AG, retains ownership of the goods until full payment has been made in accordance with the purchase contract. Consequently, products that have not been paid for or have only been partially paid for remain the property of Santhema AG as goods subject to retention of title. The sale of such goods is expressly prohibited and punishable by law. A reminder fee of CHF 30.00 will be charged for the second or final written reminder. This fee is payable as a contribution towards the reminder costs and forms an integral part of the invoice. If enforcement proceedings are necessary, our debt collection partner will take over the claim. In accordance with the obligation to provide evidence, the debt collection partner and the enforcement office will obtain information about the nature and amount of the outstanding claims. We report all outstanding claims, regardless of the amount. In the event of financial difficulties, Santhema AG is exceptionally accommodating and will extend the terms without charging any fees for up to 30 days, subject to consultation. This does not give rise to any rights.

The monthly costs for rental items must be paid in advance. For private individuals, the rental of equipment also requires the presentation of a valid identity document. A rental contract is as binding as a purchase contract.

4. Delivery conditions

We deliver to customers with a residential or business address in Switzerland and the Principality of Liechtenstein. Deliveries abroad are excluded. Items from the store are delivered promptly or within one week, depending on availability. Weekends and public holidays are excluded. In the case of partial deliveries, shipping costs are charged only once. After notification of a delivery delay of more than 7 days, the customer has the right to withdraw from the contract. Any amounts paid in advance will be refunded promptly.

In the case of advance payment, the order will only be processed after receipt of payment. An order with advance payment and a 3% discount is binding. The corresponding invoice must be paid within 10 days.

The place of delivery must be accessible by road. Upon delivery of the goods to the parcel service or forwarding agent, the goods are considered shipped. The customer receives a tracking number with which they can independently monitor the receipt of the parcel. Santhema does not assume any further logistical tasks. The customer acknowledges the events recorded by these carriers as proof of delivery of the goods. For goods that are refused or not collected, as well as for unannounced or unauthorized returns, the customer bears the additional costs for the second delivery.

5. Returns and warranty

The invoice also serves as a warranty certificate. The warranty is valid for two years from the date of purchase. Consumables and parts subject to wear and tear, such as filters, batteries, handles, brake mechanisms, and tires, are excluded. During the warranty period, the customer is entitled to free repair in the event of a product defect. Resolution, reduction, or replacement requires the agreement of the seller and the buyer. The seller has the right to deliver a new, identical item at any time instead of repairing the product. In the event of an obvious defect after careful inspection, the complaint must be made within 3 days of receipt of the goods. Hidden defects must also be reported immediately after their discovery. One week after shipment, the goods are considered checked and approved. Any subsequent returns are excluded. Goods that have already been opened, are incomplete, damaged, or used are not saleable and will not be taken back. The receipt of returns is documented with a video for evidence purposes. In case of disagreement, a technical expert is consulted.

In the event of a complaint, the goods must be returned to our address promptly after consulting with us, accompanied by a brief explanation. The address must include the RMA number we have assigned to you, otherwise the goods will not be accepted. The same applies to goods subject to complaint that are not received by us within one week of notification of the warranty claim. In the event of a warranty claim, we will collect the devices, provide a suitable replacement device, and bear the costs incurred.

We ship new items that have not been tampered with or worn by third parties. Unless otherwise agreed, only the right of withdrawal under point 4 applies. Hygiene items, swimwear, or socks purchased by private individuals, as well as all items purchased at the express request of the customer, are excluded. Santhema AG handles complaints quickly and without administrative formalities. However, in the event of an unjustified complaint or fault on the part of the purchaser, e.g. as a result of tampering or unauthorized intervention, wear and tear, force majeure, or failure to follow the instructions for use, the warranty shall lapse. Any costs incurred shall be borne by the customer. In the event of a dispute, the customer acknowledges the jurisdiction of the manufacturer, the Swiss general importer, or an independent technical body.

6. Liability

Except in cases of intent or gross negligence, any claims for damages against Santhema AG and its service partners are excluded. The same applies to claims for damages for direct, indirect, and consequential damages resulting from use, error, or malfunction. In the event of a claim, Santhema AG is represented by the law firm Probst + Partner and Zurich Insurance.

7. Place of jurisdiction

These GTC are governed by Swiss law. The place of jurisdiction is Uster.