

General conditions of sale

1. SCOPE

These general terms and conditions govern the sales and the conditions applicable to any use of the site, as well as the contractual relations between Precious Golf Factory,
Rue du Chapelat 2, 2855 Glovelier,
Telephone : [+41 32 426 12 12](tel:+41324261212) / E-mail : info@pgfactory.ch
And the Client.

Any provision or general condition of the Customer in contradiction with these Terms and Conditions isn't valid.

Any divergent or additional conditions shall not be deemed to have accepted unless they have been expressly agreed in writing between the two parties.

PGF reserves the right to make changes to these Condition at any time.

The Customer acknowledges, by the mere fact of placing an order, having read these Terms and Conditions and accepting them without reservation.

2. OFFER / CONCLUSION OF THE CONTRACT

To place an order, the Customer must send an email indicating all the characteristics of the product he wishes to order, as well as his full details (name, surname, phone, email and address).

Orders that don't contain all of this information cannot be validated. In addition, the Customer guarantees that all the information it gives in the order email is accurate, up-to-date and sincere and is not tainted by any misleading character.

He is informed and accepts that this information is proof of his identity and commits him as soon as they are validated. Upon receipt of the order a confirmation email will be returned of the Customer.

The characteristics of each product are indicated on the site. The customer is informed and accepts that certain characteristics of the products and in particular their colors, weights and dimensions may not correspond exactly to the photographs presented.

These variations don't alter the quality of the products offered for sale and confirm their unique character.

PGF undertakes to transcribe the customizations desired by the Customer, notably engravings, as is, and to make no corrections, even spelling. It is the Customer's responsibility to verify the text requested at the time of placing the order.

3. DELIVERY

The delivery of the products ordered on the site is made to the address indicated at the time of the customer's order as "Delivery address" (wich may be different from the billing address).

Any shipping costs will be communicated during the ordering process.

In the event of a delivery failure due to an incorrect or incomplete address entered by the customer, the Customer is informed and expressly agrees that additional charges may be charged.

Delivery times and dates are calculated from the date on which the order has been definitively confirmed in writing, they will in no case begin to run before clarification of all the details of the order. These are non-binding and can be modified by PGF at any time, even after receipt of the firm order from the customer or after sending the order confirmation by email.

They are also subject to unpredictable events.

The risks associated with packaging and shipping, even in the case of free-to-port and free-to-home delivery, are in any case transferred to the customer.

The goods must be checked upon receipt.

Any defects must be notified to us without delay and in writing no later than 14 working day following receipt.

4. PAYMENT / RETENTION OF TITLE

The prices indicated on the site are indicated in CHF, net amounts, VAT at the rate in force extra if applicable, excluding shipping costs.

These will be communicated to you before validation of the order.

Our offers and rates are without commitment on our part.

The customer pays by invoice, IBAN or SWIFT.

The invoices will be sent to the customer by email. The goods will only be delivered upon receipt of payment.

The delivered goods remain the property of PGF until full payment of the invoice amount by the customer.

In the event of fraud, incident or late payment, PGF reserves the right to suspend or cancel any order or delivery.

5. RIGHT OF RETURN OR RETRACTION

The items must be returned intact and complete in their original packaging, accompanied by the delivery slip, within 14 days after receipt of the package.

Custom items for which no return or exchange will be possible are excluded.

In case of change of opinion of the customer we do not make a refund.

The customer can return the goods to the address mentioned above.

The date of dispatch is decisive for the respect of the deadline.

The return is made at the expense and risk of the client.

6. DATA PROTECTION

All personal data will be treated as confidential.

All users have the right to access, modify, rectify and delete their personal data.

The information necessary for the management of the order will be processed by computer and may be communicated to associated companies as part of the management of the order.

7. RESPONSIBILITY / OBLIGATION

PGF undertake to carry out regular checks to verify the operation and accessibility of the site. As such, PGF reserves the right to temporarily interrupt access to the site for maintenance reasons.

- PGF cannot be held responsible for the difficulties or momentary impossibilities of access to the site.
- PGF doesn't provide any guarantee as to the adaptation of the products to its needs, expectations or constraints.
- PGF shall not be held liable for non-performance or delay in the performance of the contract of sale due to circumstances external to it.

Customers are solely responsible for the use they make of the products.

It is up to them to take all appropriate measures to protect their own data.

They are solely responsible for the contents they choose to list on the products.

They undertake that the said contents are lawful.

8. APPLICABLE LAW / PLACE OF JURIDICTION

All legal relations between the client and PGF are subject to Swiss law.

The legal forum for disputes arising out of or in connection with the legal relationship between PGF and the client is the head office of the PGF in Glovelier.

9. LEGAL CAPACITY / DATA PROTECTION / COPYRIGHT

PGF respects the copyrights of others and requires users and Customers of the site to respect their own.

As a user or Customer, you must be aware that everything you see or read on the site is owned or constitutes information or know-how belonging to PGF.

By using the site, you confirm that you understand and agree that the services contain confidential or deposited information that is protected by various intellectual property laws.

All personal data will be treated as confidential.

The information necessary for the management of the order will be processed by computer and may be communicated to associated companies as part of the order management.

The site is accessible to any natural person having the full legal capacity to engage under these terms and conditions.

A natural person who does not have full legal capacity may access the site only with the agreement of his legal representative.