

Translated version in English – only the French language version is legally binding.

General Terms and Conditions of Sale (GTC)

FULGUREX Sàrl – Rolle (VD), Switzerland

22.09.2025

1. General Provisions

- 1.1. These General Terms and Conditions of Sale (GTC) govern all sales of products made by FULGUREX Sàrl (hereinafter "the Seller") to its customers (hereinafter "the Customer"), both within Switzerland and abroad.
- 1.2. By submitting a reservation form or placing an order, the Customer expressly and unconditionally accepts these GTC, to the exclusion of any other general terms and conditions, including those of the Customer.

2. Products

- 2.1. FULGUREX Sàrl specializes in the design and sale of high-end scale models.
- 2.2. The information, descriptions, and photographs appearing in catalogs, brochures, or on the website are provided for indicative purposes only and do not constitute a contractual commitment.

3. Order and Contract Conclusion

- 3.1. Orders are placed via a reservation form sent by the Customer.
- 3.2. No deposit is required at the time of reservation. An invoice is issued once the goods are ready to be shipped.
- 3.3. The sales contract is deemed concluded upon the issuance of the invoice by FULGUREX Sàrl.
- 3.4. In case of non-payment within 10 days following the invoice date, the reservation is automatically canceled, and the goods are put back on sale.

4. Prices

- 4.1. Prices are stated in Swiss francs (CHF), VAT included, excluding shipping costs.
- 4.2. Shipping fees are charged separately and clearly indicated on the invoice.
- 4.3. FULGUREX Sàrl reserves the right to modify its prices at any time. The applicable price is the one in effect on the invoice issuance date.

5. Payment

- 5.1. Payment is due within 10 days from the invoice date.
- 5.2. No shipment of goods will be made before full payment is received, except by prior agreement between the Seller and the Customer.
- 5.3. In case of non-payment within the prescribed time, the order is canceled, and the goods become available for sale again.

6. Delivery and Transport

- 6.1. Shipments are carried out by Swiss Post. Upon the Customer's express request, the shipment may be made by another carrier (e.g., DHL, UPS), at the Customer's expense.
- 6.2. Goods are shipped within 7 working days following receipt of payment.
- 6.3. Transfer of risks:
The transfer of risks related to the goods (including loss, theft, or damage) occurs upon delivery of the parcel to the carrier (Swiss Post, DHL, UPS, or others). This means that from that moment, responsibility for the goods lies with the Customer.
In case of damage or loss during transport, the Customer must file a claim directly with the carrier.
Upon the Customer's request, transport insurance can be added at their expense.
- 6.4. For international deliveries, customs duties, customs handling fees, and local VAT are exclusively borne by the Customer.

7. Right of Withdrawal and Returns

- 7.1. The right of withdrawal and return conditions are governed by Swiss law.
- 7.2. As a rule, no returns are accepted unless legally required (e.g., defects covered by the legal warranty).
- 7.3. In case of authorized returns, products must be returned in their original packaging, unused, in perfect condition, and accompanied by proof of purchase.
- 7.4. Return costs are borne by the Customer.

8. Warranty

- 8.1. The applicable warranty is that provided by the Swiss Code of Obligations (articles 197 and following).
- 8.2. The Customer must inspect the goods upon receipt and immediately report any apparent defects or delivery errors.
- 8.3. Any claim for defects must be made in writing within 7 days after their discovery.
- 8.4. The warranty excludes:
 - 1. damages caused by improper use,
 - 2. wear and tear,
 - 3. modifications or repairs carried out without authorization.

9. Retention of Title

- 9.1. The goods remain the property of FULGUREX Sàrl until full payment of the invoice.
- 9.2. As long as ownership has not been transferred, the Customer undertakes not to resell, pledge, or assign the goods.

10. Limitation of Liability

- 10.1. FULGUREX Sàrl assumes no liability for indirect or consequential damages related to the order or use of the products.
- 10.2. Its liability is, in all cases, limited to the total amount of the disputed order.

11. Personal Data

- 11.1. The Customer's personal data are processed confidentially, solely within the framework of managing the commercial relationship.
- 11.2. No data is shared with third parties without the Customer's consent, except with logistical or payment partners necessary for order processing.

12. Applicable Law and Jurisdiction

- 12.1. These GTC and the sales arising from them are subject to Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.2. In case of dispute, the exclusive jurisdiction is Lausanne (VD), Switzerland, subject to appeal to the Federal Supreme Court.

13. Final Provisions

- 13.1. Should any provision of these GTC be declared null or unenforceable, the remaining provisions shall remain fully valid.
- 13.2. FULGUREX Sàrl reserves the right to modify these GTC at any time. The applicable version is the one in force at the date of the order.

14. Contractual Language

These General Terms and Conditions of Sale are written solely in French.
In case of translation, only the French version is legally binding.