



I H R E S Y M P A T H I S C H E T E X T I L P F L E G E

# TERMS AND CONDITIONS

(According to the Association of Textile Care Switzerland VTS)

## **I. IMPLEMENTATION AND PERFORMANCE**

- 1 We are committed to expert, careful, material saving and environmentally conscious textile care.
- 2 The industry-standard methods and practices are defined by the Association of Textile Care definitions Switzerland.
- 3 Texsana can charge additional fees for special cleanings (special products, parts at risk, expensive and / or material-related time-consuming cleanings).

## **II RESPONSIBILITY**

- 1 Assumption of a liability of Texsana is the availability and correctness of the cleaning instruction on the product. If this is missing, Texsana is cleaning it as best knowledge and experience but a liability is expressly denied in the absence of textile care labeling.
- 2 Despite we check the material before, we can not take responsibility for damage caused by an unrecognizable condition or hidden defects, such as insufficient strength of the material or the stitching, color fastness and influences on buttons, buckles, zippers, shoulder pads, applications, ornaments, ribbon, etc., or by a faulty textile care labeling. A liability for proportion changes within the tolerance range is excluded.
- 3 The need for a special treatment must be obvious, especially by sensitive detectable characteristics or dirt, which require special treatment. The icons and / or maintenance of the fabric care label instructions are decisive for Texsana.
- 4 Texsana can receive the care contract with reservations (so-called conditional statement / "Vorbehaltserklärung").
- 5 The maintenance contract is justified as a contract within the meaning of OR 394 ff.. A guarantee of success is excluded.

## **III. RETURN**

- 1 We strive to meet the agreed delivery dates. However, delays do not entitle the customer to claim damages.
- 2 The disposal of the cleaning is carried out only if it is paid in cash and upon return of the order confirmation.
- 3 The cleaned parts must be picked up within six months after contract award. If the goods are not picked up within this period, Texsana can keep the products. With more expensive articles Texsana warns its customers beforehand, if he is aware of the name and address of the client. There is no obligation for Texsana to make inquiries in this regard.
- 4 If a cleaning job not executable, the cleaning will be returned in the state as it has been given.

## **IV COMPLAINTS**

- 1 Complaints must be made within three working days with providing the receipt (providing proof of purchase).
- 2 Complaints will be considered carefully by Texsana, answered or explained. The next steps are defined (re-cleaning, transfer for consideration and settlement of the Joint claims settlement authority, etc.) as possible in agreement with the customer.
- 3 Damages in the textile care sector can not be insured in Switzerland. For damage by cleaning or loss caused by Texsana the damages shall be awarded according to the time value table for the decline in the value of textile care products. A real replacement is excluded.
- 4 If no agreement is reached, the parties are advised to submit the claim to the Joint claims settlement office of consumer protection organization of the Association of Textile Care Switzerland (VTS) and the Association of Textile traders the Swiss fashion stores (SFS) (Konsumentenschutzorganisation des Verbandes Textilpflege Schweiz (VTS) und des Verbandes der Textilhändler, dem Swiss Fashion Stores, SFS), for review and arbitration.

## **V. JURISDICTION**

- 1 Jurisdiction for any disputes arising from the care order is the seat of Texsana (Gerichtsstand ist Sitz von Texsana).

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