

GENERAL TERMS AND CONDITIONS OF PURCHASE

These “General Terms and Conditions of Purchase” govern the use of the website <http://www.essensaciones.com/> (hereinafter referred to as the “Website”), owned by:

ESSENSACIONES GmbH

CHE-247.196.101

Ziegelbrückstrasse 107

8866 Ziegelbrücke (Glarus)

Switzerland

E-mail: essensaciones@essensaciones.com

+41 (0) 766247491

(ESSENSACIONES GmbH shall hereinafter be referred to as “Essensaciones”).)

The use by the customer of the services provided by the online shop shall, in all cases, imply acceptance of these General Terms and Conditions of Purchase in the version published on the Website at the time the order is placed. Customers are therefore advised to read these General Terms and Conditions carefully before proceeding with a purchase.

These General Terms and Conditions shall always be subject to the applicable legislation in force at any given time. Accordingly, if any period or condition is modified by the applicable legislation, whether such modification is temporary or permanent, the customer shall be entitled to the rights granted under the applicable legislation and shall be informed of any additional measures that may be adopted in their favour.

In the event of any conflict between the provisions of applicable legislation and these General Terms and Conditions, the applicable legislation shall prevail.

1. SCOPE OF THE CONTRACT

These General Terms and Conditions of Purchase apply to the sale of all products through the Website to consumers to whom orders can be delivered within Europe (eurozone only), Switzerland and Liechtenstein.

The owner of the Website reserves the right to cancel a customer's access account if fraudulent, speculative or bad-faith activities are detected in connection with the use of this service.

2. PRICES

The applicable prices are those indicated on the Website on the date the order is placed. Prices are displayed for each product and include VAT (Value Added Tax).

The amount of shipping costs and VAT, where applicable, will be shown separately to the customer at the end of the ordering process.

3. PAYMENTS

Payment must be made upon completion of the purchasing process and is an essential condition for the order to be confirmed. Under no circumstances may payment be made at a later date.

Accepted payment methods:

- Credit and debit cards (MasterCard®, Visa®, American Express®, Maestro)
- Apple Pay, Google Pay and TWINT
- V Pay, Diners Club, Discover and UnionPay

In all cases, the payment method shall be selected during the purchasing process on the corresponding screen.

The customer must notify Essensaciones of any unauthorised or fraudulent charge made to the card used for purchases by e-mail or telephone as soon as possible, so that the appropriate steps can be taken.

Payment service providers or payment method issuers may implement anti-fraud measures that may result in certain transactions being declined.

The owner of the Website shall not be held responsible for the application of such security policies.

4. ORDERS

If a product is out of stock, customers may contact essensaciones@essensaciones.com for further information.

Some photographs are for illustrative purposes only and may differ from the final presentation of the product.

Orders placed from Friday through Sunday will be processed on the following Monday. This is intended to prevent goods from remaining in intermediate warehouses over the weekend and to ensure that they reach the customer in the best possible condition.

5. SHIPPING

The delivery time shall be a maximum of 48 hours, provided that the products are in stock at our warehouse. If a product is out of stock, the customer will be informed as soon as possible.

Orders will be delivered to the address provided by the customer. The billing address and shipping address do not need to be the same.

Shipping costs shall be borne by the purchaser and shall vary depending on the quantity of products and the weight of the package. In any event, these costs will always be shown on the order form before the purchase is completed.

Once Essensaciones has confirmed the order with the customer and received payment, the order will be prepared and subsequently shipped.

Essensaciones will provide the tracking number once the order has been dispatched and will confirm the estimated delivery date.

Shipping within Switzerland and Liechtenstein only, maximum parcel dimensions 60 × 60 × 100 cm:

Standard shipping takes between 24 and 48 hours:

- Up to 2 kg: CHF 9

- From 2 kg to 10 kg: CHF 10.70
- From 10 kg to 30 kg: CHF 23

Express shipping takes between 12 and 24 hours, with delivery before 12:00 noon on the following day:

- Up to 2 kg: CHF 18
- From 2 kg to 10 kg: CHF 22
- From 10 kg to 30 kg: CHF 29

Shipping costs to the eurozone must be clarified in advance by e-mail (essensaciones@essensaciones.com).

Essensaciones shall not be held responsible for any damage occurring during transport or for delays beyond its control, or caused by the fault, error or negligence of the transport company.

If the logistics company has operated correctly but delivery cannot be completed due to circumstances attributable to the customer (such as refusal to accept the delivery or failure to receive the order at the indicated address due to an absence that was not communicated in advance), Essensaciones shall not be responsible for the cost of reshipping the order.

Customers are advised to take particular care when storing fresh products upon delivery. In the case of ice cream and meat, these products must be stored in the refrigerator or freezer immediately upon arrival. Please contact Essensaciones immediately if you have any questions or concerns.

6. CANCELLATIONS

An order may only be cancelled on the same day the order is placed or until 9:00 a.m. on the following day. The cancellation must be confirmed in writing by Essensaciones in order to be effective.

7. RETURNS

Products may not be returned without the prior written consent of Essensaciones.

If, upon receipt, a product has been incorrectly supplied by Essensaciones (i.e. it is not the product ordered), is not in good condition, or has a defect or fault, the customer must notify Essensaciones immediately.

Essensaciones will confirm in writing whether the product will be replaced with another product of similar characteristics or whether the product will be returned.

Essensaciones shall bear the cost of collection and reshipping.

If replacement is not possible, the customer may choose to purchase different goods of the same or higher value, paying the difference in price where applicable.

In the case of handmade ceramics, replacement may take longer and the replacement product may not be exactly identical to the original.

