



TERMS AND CONDITIONS OF SALE

Welcome to our ELNA e-shop! We are delighted to offer you our premium quality sewing machines and wish you a pleasant online shopping experience.

1. YOUR CONTRACT WITH US

These General Terms and Conditions of Sale (T&C) apply to all services and product orders that you, as a customer, order from ELNA International Corp. SA, rue de Veyrot 14, 1217 Meyrin, Switzerland, the seller, on its website, <https://switzerland.elna.com/> ("the Site"). By placing an order, you acknowledge having read, understood and accepted these T&C without reservation.

ELNA reserves the right to modify these T&C at any time by publishing a new version on its website. Any order placed after the publication of the latest version of the T&C means that the person placing the order has acknowledged these new T&C.

When browsing www.switzerland.elna.com, you further agree to the website's [Terms of Use](#) and our [Privacy Policy](#). Please read the following terms carefully.

2. REGISTRATION AND CUSTOMER ACCOUNT

You can browse our websites and place an order as a guest.

If you decide to open a customer account with us, it is your responsibility to ensure that the personal data you provide is true, accurate and up-to-date before placing an order. Please keep the password chosen during your registration safe and do not disclose it to anyone.

We reserve the right to refuse to offer a service and/or close an account without notice if it violates these terms and conditions or should we decide closing your account is in the best interest of ELNA.

3. PLACING AN ORDER: TERMS AND CONDITIONS

When placing an order on our website, you agree to the Terms and Conditions of Sale upon purchasing the products you have selected. Orders by minors or persons under guardianship are only authorised with the consent of their legal representative.

Once you have placed the items in your basket, you can check your order and, if necessary, make changes. By clicking the "Order and Pay" button your purchase becomes binding.

When placing your order, you can choose to receive your items at the address you indicate and will be delivered by our carrier, or to collect your items from one of our retailers. Additionally, you can select a specialist retailer from the drop-down list displayed during the online shopping process. This specialist retailer will be your service partner and will be able to answer any questions relating to your order and the product purchased, as well as to provide any



after-sales services. Regardless of the delivery method chosen at the time of your online purchase, you can also make an appointment to request the selected Retailer to walk you through the product's operating instructions free of charge.

4. PRODUCT OFFER

Our products can be purchased on our website insofar as stocks are available.

The photos and texts depicting and describing the products appearing on the website are for information purposes only. ELNA is not liable for any errors or omissions in the photos or texts appearing on its website.

The delivered products remain the property of ELNA until the full purchase amount has been paid to ELNA.

5. ORDER CONFIRMATION

Once confirmed by us the orders you place on our website constitute a binding contract. A summary of your order and the Terms and Conditions of Sale will be sent to you in an order confirmation e-mail.

ELNA reserves the right, at its discretion, to reject an order, in particular in the event of unpaid invoices or insolvency or should an order exceed a specific number of products or a normal amount.

The data stored by ELNA constitutes the proof of order or transaction. Data stored by the payment system is proof of the financial transaction.

6. PRICES AND TAXES

The prices apply to the products offered on the date on which you place your order. The prices indicated include value added tax and, where applicable, other price items.

The delivery costs of the items you order are covered by ELNA and include postage and packing costs.

7. PAYMENT TERMS

Payment for items is made in advance and via PayPal or bank transfer. If payments are made by credit card, the amount of the purchase price will be debited from your credit card account after you close the order. The customer cannot set off payments due against other claims.

8. DELIVERIES

8.1 Delivery times

Your order will be delivered to the delivery address that you indicated or to the Retailer that you selected when placing your order.

If an order is received on a Saturday, Sunday or public holiday, it will be processed the next business day (Monday to Friday). Longer delivery times are to be expected for orders placed before public holidays or items that are temporarily unavailable.



Delivery time is approximately 2 working days subject to the conditions below.

Responsibility for the items shifts at the time of their transfer to the carrier.

In the event of delivery by a carrier selected by ELNA and an appointment is required, the carrier will contact you as soon as possible to agree on a delivery date and time, which must be planned 30 days at the latest from the date of your order's validation. ELNA cannot be held responsible for any delays in delivery due exclusively to the unavailability of the customer after several appointments have been proposed by the carrier.

In case of pickup of your order at the Retailer selected at the time of purchase, you will be asked to visit the Retailer and provide the order confirmation sent by ELNA, as well as a proof of payment. The Retailer will deliver the items to you, and will also offer you guidance on your order.

8.2 Impossibility of delivery

If it is deemed impossible to deliver the items to you following a delivery attempt by the carrier, the items will be sent to the Retailer selected at the time of purchase. You will be able to collect your items from the Retailer within 30 days following the date of the attempted delivery to your delivery address.

In the event of non-collection of the items within 30 days following their availability at the selected Retailer, ELNA will deem non-willingness on your part to collect the items and will cancel the sales contract. ELNA will then refund the items purchased within 14 days, after deducting a CHF 10 administrative fee per refund. The amount will be reimbursed to you via the same means of payment you selected in the initial transaction.

9. RIGHT OF WITHDRAWAL

You have the right to return any product you deem unsuitable within fourteen (14) days from the date of receipt of the product.

After notification of your decision to exercise the right of withdrawal within this period of 14 days, you have another period of 14 days to return the product(s) concerned. Only the price of the product(s) purchased will be refunded, any return costs shall be borne by the customer.

Returned products must be sent back in their original condition and as initially delivered i.e. with packaging, labels, accessories, instructions, etc. to be resold as new. ELNA will refuse any returned products if these show any signs of wear or have been used or altered in any way that is different from their original condition.

Only products purchased on the Official ELNA Website can be returned to ELNA by following these steps:

Returns: Term and Conditions

Please note that the return costs will be borne by you.

If you wish to return a product purchased from ELNA, please follow these steps:

1. Notify ELNA of your wish to return the product purchased by telephone, post or e-mail or complete the withdrawal form available below within 14 days of receipt of the items.
2. Please return the product ordered in its original, complete packaging to the address indicated by ELNA.
3. Return costs by Swiss Post can be estimated on the carrier's website, depending on the weight and dimensions of the items as indicated for each model on our website.
4. An e-mail will be sent to you as soon as ELNA has received the returned package at the address it indicated. ELNA will refund you within 14 days from the date of receipt of the items if all its terms for reimbursement are met (see special terms on the product's condition above). This period may be extended if the items have not



yet been received by ELNA. The refund will be made using the same means of payment as in the initial transaction.

10. WARRANTY

All ELNA products are manufactured with the greatest care and are subject to strict quality controls. ELNA offers a warranty on all its sewing, overlock and embroidery machines:

- 5 (five) years for domestic use;
- 2 (two) years when intended for professional or commercial use. For sewing, overlock and embroidery machines used for commercial, professional or similar purposes, the warranty may be extended at the end of the two year period by returning to us the warranty extension form available on our [website](https://switzerland.elna.com/warranty-extension-subscription/). (<https://switzerland.elna.com/warranty-extension-subscription/>)

We offer warranty coverage in accordance with the warranty rules provided with the items to remedy any fault in the product due to any machine or workmanship defect free of charge throughout the warranty period.

The warranty period begins upon purchase by the first end purchaser and starts on the date displayed on the purchase receipt.

The warranty does not cover:

- a. Parts subject to natural wear and tear or damages resulting from use, or defects in the product which result from natural wear and tear or damages resulting from use.
- b. Defects to the machine caused by non-compliance with the operation instructions, improper use, unusual environmental conditions, inappropriate conditions of use, excessive overstress, lack of maintenance or poor handling.
- c. Defects caused from the use of accessories, additional or spare parts which are not original ELNA parts.
- d. Machines to which changes or additions have been made.
- e. Slight deviations from the advertised configuration, the effects of which on the machine's value or performance characteristics are negligible.

If the defect is recognised as falling under the warranty coverage, ELNA will remedy the defect by repairing the machine free of charge or by replacing it with a machine in perfect working order. Replaced machines or machine parts are the property of ELNA.

Any defect claim must be made within the warranty period. For this reason, the relevant product must be presented or returned to the selected Retailer and service partner in its entirety together with the original purchase receipt, which must include the date of purchase and the product's designation. No warranty may be claimed on partially or entirely disassembled devices. If the machine is sent by mail or courier to the Retailer, **the transport costs and the risk of transport are borne by the customer.**

The warranties set out above apply to products purchased in Switzerland within the limits of applicable law.

11. DATA PROTECTION

Your personal data will be collected exclusively in accordance with legal requirements and will be processed in accordance with our Privacy Notice.

12. FORCE MAJEURE



ELNA will not be held liable in the event of delays caused by events beyond its control, such as a case of force majeure, e.g. an epidemic, traffic jams, extreme weather conditions or the detention of items by customs authorities. Such events do not give the customer the right to withdraw from the purchase contract or to request compensation from ELNA for any damages caused.

13. VALIDITY OF TERMS AND CONDITIONS OF SALE

If any of the provisions under these Terms and Conditions of Sale were to be declared null or partially invalid, the validity and scope of the other provisions would not be affected. Non-valid terms will be replaced by the applicable legal provisions.

14. WARNING

We do not recommend that anybody uses our machines. Please ensure that you are able to use our machines safely in accordance with our instruction manual. ELNA cannot under any circumstances be held liable for any indirect, incidental or consequential loss or damage of any nature whatsoever related to its products, their use, their sale or content of this website.

Without prejudice to the scope of these terms, no claim whatsoever relating to delivered or non-delivered products or any other claim may exceed the purchase price of the items in question.

15. APPLICABLE LAW

These Terms and Conditions of Sale are subject exclusively to Swiss law. The Vienna Convention (CISG) is excluded. The exclusive place of jurisdiction is Geneva, Switzerland, subject to mandatory places of jurisdiction provided by law.

Elna International Corp. SA - 2020



RETURN FORM

Form to be returned no later than 14 calendar days from receipt of the products or date of signature of the contract with Elna International Corp. S.A., rue de Veyrot 14, 1217 Meyrin, Switzerland.

This withdrawal form is only valid if sent, legibly and perfectly completed, before the deadline.

I, the undersigned, First name and Surname: _____

Mailing address: _____

hereby notify you of my withdrawal from the contract relating to the sale of the product listed below:

Order no.: _____

Ordered on: _____

Delivered on: _____

Signature preceded by the handwritten words "Read and approved"