Conditions

Terms and Conditions (T&C)
Horseandmore GmbH, Grindwiesstrasse 4, 8865 Bilten (online store horseandmore.ch)

1. Scope and Contracting Parties
1.1. These General Terms and Conditions (hereinafter “GTC”) govern the legal relationship between Horseandmore GmbH, Grindwiesstrasse 4, 8865 Bilten (hereinafter “Horseandmore”) and the customers of the online store horseandmore.ch.

1.2. The online store is intended exclusively for customers with a residence or shipping address in Switzerland and the Principality of Liechtenstein.

1.3. By submitting an order, the customer fully and unconditionally accepts these GTC. Any deviating terms and conditions of the customer are invalid unless Horseandmore has expressly agreed to them in writing.

2. Products, Information, and Product Range
2.1. All information regarding products in the online store (images, measurements, descriptions, botanical names, quality or origin information) is provided for informational purposes only and is not binding. It does not constitute a guarantee of product characteristics.

2.2. The manufacturer reserves the right to make changes to colors, cuts, models, and designs at any time.

3. Prices and Minimum Order Value
3.1. All prices are quoted in Swiss francs (CHF) and include the applicable Swiss value-added tax.

3.2. Delivery, shipping, packaging, and any payment fees are listed separately and billed to the customer in addition to the order total.

3.3. A minimum order value of CHF 30 applies to end customers. For orders below this amount, a minimum order surcharge of CHF 9 will be applied.

3.4. A minimum order value of CHF 100.– applies to registered resellers (minimum-quantity surcharge of CHF 15.–). For orders with a merchandise value of CHF 200.00 or more (up to a maximum total weight of 30 kg), delivery to resellers is free of charge.

3.5. Items already on sale (promotions, special prices, clearance sales) are excluded from additional discounts and coupon codes. Prices are subject to change, and errors excepted at any time.

4. Conclusion of Contract
4.1. The presentation and promotion of products on horseandmore.ch do not constitute a legally binding offer, but rather a non-binding invitation to make an offer (invitatio ad offerendum).

4.2. By clicking the “Order” button, the customer submits a binding offer to purchase.

4.3. The purchase contract is not concluded until Horseandmore ships the ordered goods to the customer or sends the customer an explicit shipping confirmation via email. A prior automatic order confirmation merely documents receipt of the order and does not constitute acceptance of the offer.

4.4. Horseandmore is entitled, without providing reasons, to reject or cancel orders in whole or in part at any time (for example, in cases of suspected misuse, insufficient creditworthiness, or delivery bottlenecks).

5. Product Availability
5.1. Horseandmore does not guarantee the constant availability of the items displayed in the store.

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5.2. If an ordered item is unavailable, the customer will be notified. Any payments already made for this item will be refunded immediately. Any claim for subsequent delivery, replacement, or compensation for damages due to unavailability is entirely excluded.

6. Delivery, Shipping, and Transfer of Risk
6.1. All stated delivery times and dates are non-binding estimates. The customer may not derive a right of withdrawal or claims for damages from delivery delays.

6.2. Shipments are made via Swiss Post, DHL, or a contracted freight forwarder.

6.3. **Transfer of Risk:** In accordance with Art. 185(2) of the Swiss Code of Obligations (OR), the benefits and risks are transferred to the customer upon handover of the goods to the carrier (postal service, parcel service, freight forwarder).

6.4. Horseandmore is not liable for damage during transport, delivery delays, theft, or damage occurring after the goods have been handed over to the carrier. This expressly applies even if the carrier deposits the shipment in the customer’s absence at the front door, in the stairwell, in a storage box, or with a neighbor.

7. Payment Terms and Retention of Title
7.1. The customer may use the payment methods made available during the ordering process (e.g., TWINT, credit cards, prepayment, PayPal, invoice). Due to regulatory requirements imposed by financial service providers, products containing CBD are excluded from payment by credit card or debit card.

7.2. **Purchase on account:** Horseandmore reserves the right to reject the “invoice” payment method without providing a reason, to make it contingent upon a positive credit check, or to require prepayment.

7.3. **Payment Terms and Default:** Invoices are payable net without any discount within 30 calendar days of the invoice date. Upon expiration of the payment period, the customer is in default without a separate reminder. In the event of default, a late payment interest rate of 5% per annum (but at least a processing fee of CHF 10.00 per reminder) will be charged. In the event of late payment, Horseandmore is entitled to immediately suspend further deliveries and outstanding orders.

7.4. **Debt Collection:** Following a second unsuccessful reminder, the outstanding debt may be assigned to a debt collection agency. All expenses, fees, and costs incurred by the debt collection agency as a result shall be borne in full by the debtor.

7.5. **Retention of Title:** All delivered goods remain the property of Horseandmore GmbH until all outstanding amounts from the order have been paid in full. Horseandmore is entitled to have the retention of title entered in the applicable retention-of-title register at any time at the customer’s expense.

8. Voluntary Right of Return, Labeling Requirement, and Exclusions
8.1. Since there is no statutory right of withdrawal or return in Swiss online commerce under the Swiss Code of Obligations (CO), Horseandmore grants the customer a purely voluntary right of return for **14 calendar days from receipt of the goods**.

8.2. **Conditions for return:**

- The item must be returned completely unused, clean, odor-free, free of horse or animal hair, and in its undamaged original packaging (including all covers, boxes, and inserts).

- **Label Policy:** All original manufacturer labels, brand tags (hangtags), price tags, barcodes, and seals must be securely attached to the item, undamaged, and in their original condition.

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- **If labels are cut off, removed, damaged, or reattached with tape, the voluntary right of return is irrevocably forfeited.** In this case, an exchange or refund will be denied without exception. The item will be returned to the customer only upon reimbursement of shipping costs; if this is refused, the item will be disposed of after 30 days.

8.3. **Complete Exclusion of the Right of Return:**

The following product categories and items are excluded from exchange and return without exception:

- **Safety items:** In particular, riding helmets, safety vests, protective vests, body protectors, and airbag systems or airbag cartridges (since proper, life-saving protection can no longer be guaranteed once the item has left the warehouse);
- **Hygiene items:** Bits, mouthpieces, underwear, dental care products, hoof boots, brushes, and grooming tools, once the seal or packaging has been opened;
- **Sale and Special Items:** Heavily discounted items, clearance sales, end-of-line stock, and special offers;
- **Feed and liquids:** feed, feed supplements, treats, grooming products, sprays, oils, leather conditioners, and soaps;
- **Custom-made items:** Goods that have been manufactured, personalized, or finished according to customer specifications (e.g., embroidery, custom-made items, engravings).

8.4. **Return Shipping Costs:** Returns are at the customer's expense, liability, and risk. The shipment must be addressed to:

Horseandmore GmbH, Grindwiesstrasse 4, 8865 Bilten.

Packages sent freight collect (postage unpaid) will not be accepted by Horseandmore.

8.5. In the case of a valid return, only the net value of the goods will be refunded (or credited as store credit). Shipping costs, small-quantity surcharges, and transaction fees selected by the customer (e.g., from PayPal or payment providers) will not be refunded.

9. Obligation to Inspect and Report Defects, Warranty (Material Defects)
9.1. The customer is obligated to carefully inspect the delivered goods for completeness and defects immediately upon receipt.

9.2. Any defects or incorrect deliveries must be reported to Horseandmore in writing within 7 **calendar days of delivery**, along with clear photographs, to shop@horseandmore.ch. Hidden defects must be reported in writing immediately upon discovery. If the customer fails to report the defect in a timely manner, the goods shall be deemed to have been accepted without reservation.

9.3. If a material defect is reported in a timely manner, Horseandmore has the right, at its sole discretion, to:

- repair the defect free of charge, or
- to deliver an equivalent replacement.

  The customer's right to rescind the purchase contract or to a price reduction is excluded to the extent permitted by law.

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9.4. Excluded from the warranty are defects and damage resulting from normal wear and tear, improper handling, misuse, inadequate care, failure to follow the manufacturer’s washing instructions, or unauthorized repair attempts by the customer or third parties.

10. Disclaimer Regarding Animal Health, Feeding, and Competitions
10.1. All information regarding ingredients, feeding dosages, modes of action, and care instructions on horseandmore.ch is provided for general guidance only. It does not constitute a promise of cure and cannot under any circumstances replace professional veterinary advice, diagnosis, or treatment.

10.2. Horseandmore disclaims all liability for damages resulting from incorrect use, overdose, or failure to follow dosage recommendations. Likewise, all liability for health issues resulting from feed intolerances, allergies, or pre-existing conditions in the animals is hereby excluded.

10.3. **Anti-Doping Regulations:** Customers who enter their animals in tournaments, shows, or official competitions are solely responsible for informing themselves about the applicable anti-doping and medication regulations (FEI, SVPS, ADMR) governing the feed, supplements, and care products used (withdrawal periods). Horseandmore excludes all liability for any tournament suspensions, disqualifications, or fines.

11. General Disclaimer, Website Operation, and Data Transmissions
11.1. To the extent permitted by law (Art. 100(1) OR), Horseandmore fully excludes any contractual and non-contractual liability for direct, indirect, or incidental damages, consequential damages, and lost profits. Liability for Horseandmore’s agents is completely excluded (Art. 101(2) of the Swiss Code of Obligations).

11.2. **Disclaimer Regarding the Website, IT, and Data Transmission:**

- Data traffic over the Internet takes place via open networks accessible to everyone. To the extent permitted by law, Horseandmore assumes **no liability whatsoever for the continuous and uninterrupted availability of the online store**, for system crashes, connection interruptions, or server failures.

- Horseandmore assumes no liability for damages incurred by the customer or third parties due to transmission errors, delays in data transmission, technical defects, interruptions in telecommunications networks, faulty interfaces, unauthorized third-party interference (e.g., hacking), or the introduction of viruses, Trojans, or other malware, Horseandmore assumes no liability whatsoever.

- The customer is solely responsible for protecting their IT systems (hardware and software) against external attacks using standard industry security measures (such as up-to-date firewalls and antivirus software).

12. Data Protection and Credit Check
12.1. The collection and processing of personal data are carried out strictly in accordance with the provisions of the Swiss Data Protection Act (revDSG). Details regarding the nature, scope, purpose, and retention period of data processing can be found in the separate Privacy Policy on horseandmore.ch, which is an integral part of this business relationship.

12.2. **Credit Check:** To safeguard legitimate interests (risk assessment for purchases on account), Horseandmore reserves the right to transmit personal order data to external credit reporting agencies (e.g., the Swiss Creditreform Association) for address verification and credit checks.

13. External Links and Third-Party Content

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Websites operated by horseandmore.ch may contain hyperlinks to third-party websites. Horseandmore has no influence over the design or content of these external sites, assumes no liability or warranty in this regard, and expressly distances itself from any unlawful third-party content. Accessing external links is at the user's own risk.

14. Copyrights
All trademarks, product descriptions, logos, graphics, layouts, and images published on horseandmore.ch are protected by copyright and remain the exclusive property of Horseandmore or the respective rights holders. Any use, reproduction, storage, or distribution without the express written permission of Horseandmore is prohibited and will result in civil and criminal penalties.

15. Severability Clause
Should any provision of these Terms and Conditions prove to be wholly or partially invalid, unlawful, or unenforceable, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a legally valid provision shall be deemed agreed upon that most closely approximates the economic purpose of the invalid provision.

16. Governing Law and Jurisdiction
16.1. All legal relationships between the customer and Horseandmore GmbH are governed exclusively by **Swiss substantive law,** to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the provisions of international private law (IPRG).

16.2. The exclusive place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions and the contracts concluded hereunder is—subject to any deviating mandatory statutory consumer jurisdiction provisions (Art. 32 ZPO)—**Glarus Nord (GL), Switzerland**. Horseandmore, however, retains the right to bring legal action against the customer at the customer's place of residence or place of business.

16.3. The place of performance is the registered office of Horseandmore GmbH in 8865 Bilten.

16.4. **Contract Language and Authoritative Version:** The online store and these Terms and Conditions may be made available in multiple languages. In the event of any contradictions, discrepancies, questions of interpretation, or translation errors between the German version and a version in another language, **the original German version** shall be **exclusively authoritative and legally binding**.

Valid and effective as of: October 28, 2026