

# **Terms and Conditions**

**2017 - 2018**

**Climanosco**

*These Terms and Conditions were updated on 31 January 2018.*

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# Terms and Conditions of Use of Online Shop (version 1.0)

## Climanosco

Version 26 May 2016

*These Terms and Conditions of Use of Online Shop were adopted by the General Assembly on 1 November 2016. They are applicable from 1 November 2016.*

*For questions, please contact Climanosco at [shop@climanosco.org](mailto:shop@climanosco.org)*

Climanosco is a non-profit association registered at the Commercial Registry Office of Zurich, Switzerland, on 11 August 2015 (Registration ID: CHE-415.265.288). Details on the association including its goals and its Statutes can be found at the address: [www.climanosco.org/about](http://www.climanosco.org/about). Climanosco finances itself through donations, membership fees and sales of items. All donations, membership fees and benefits made from our sales will be exclusively and solely used by Climanosco's association to pursue its goals according to its Statutes.

### 1. About these Terms

- These "Terms and Conditions of Use of Online Shop", named "Terms" hereafter, rule the conditions under which Climanosco's Online Shop may be used and those relations between Climanosco and users of this Online Shop that arise from the utilisation of the Online Shop. Other types of relation between Climanosco and persons, such as member, customer or donor relations, follow rules that are set forth in other Terms available separately on Climanosco's Internet site.
- Climanosco reserves the right to update the Terms hereafter without notification. The Terms that apply are those that were in force at the time the Online Shop was used. The following Terms are currently applicable and can be downloaded or printed.

### 2. Terminology

- The "Online Shop" is here understood as Climanosco's online shop available on the Internet at the address [shop.climanosco.org](http://shop.climanosco.org).
- A "user" is here understood as a person using the Online Shop.

### **3. Purpose of the Online Shop**

- The Online Shop can be used for making donations, paying membership fees and/or purchasing products for sale to Climanosco.

### **4. Forms of payment and incurred fees**

- Users are given the choice to make their payment with a selection of credit cards, bank cards and direct banking.
- Some forms of payment, such as credit cards, are associated with fees that are charged by the specific payment provider.
- Climanosco reserves the right to require that the user pays for the fees incurred from the choice of a form of payment. In such case, the estimated fees are displayed on the Online Shop for the information of the user and added to the total amount to be paid by the user.

### **5. Conclusion of contract**

- By clicking on the “PLACE ORDER” button of the Online Shop, the user declares to commit to the purchase of the ordered products, the payment of the membership fee or the transfer of a donation. A confirmation of the order is automatically sent by email to the user. This confirmation email does not represent a binding contract for Climanosco and its only purpose is to confirm that the order was received.
- Climanosco will proceed with the completion of the order only after the corresponding money is received.
- The contract will be concluded upon Climanosco’s completion of the order, specifically upon shipping the ordered products with receipt to the user, upon notifying the user by email of the acceptance of the donation, or upon notifying the user by email of the acceptance of a membership.

### **6. Copyrights**

- Copyrights on any picture displayed on the Online Shop stay with the author. Any copy, in part or in full, is forbidden without the written consent of the author.
- Requests are to be sent to Climanosco.

### **7. Legal jurisdiction**

- The relationship between Climanosco and its customers, donors and/or members shall be subject to substantive Swiss law, to the preclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980. With respect to all disputes

based on or in connection with any order, transaction or contract, the ordinary courts in 8005 Zurich, Switzerland, shall have exclusive jurisdiction.

## **8. Communicating with Climanosco**

- You can communicate with Climanosco by mail or email.
- The mailing address is:  
Climanosco  
c/o The Hub Zurich Association  
Viaduktstrasse 93-95  
8005 Zurich  
Switzerland
- The email address for all communications concerning the shop is:  
[shop@climanosco.org](mailto:shop@climanosco.org)

# Terms and Conditions of Sales (version 1.0)

## Climanosco

Version 26 May 2016

*These Terms and Conditions of Sales were adopted by the General Assembly on 1 November 2016. They are applicable from 1 November 2016.*

*For questions, please contact Climanosco at [shop@climanosco.org](mailto:shop@climanosco.org)*

Climanosco is a non-profit association registered at the Commercial Registry Office of Zurich, Switzerland, on 11 August 2015 (Registration ID: CHE-415.265.288). Details on the association including its goals and its Statutes can be found at the address: [www.climanosco.org/about](http://www.climanosco.org/about). Climanosco finances itself through donations, membership fees and sales of items. All donations, membership fees and benefits made from our sales will be exclusively and solely used by Climanosco's association to pursue its goals according to its Statutes.

### 1. About these Terms

- These "Terms and Conditions of Sales", named "Terms" hereafter, rule the conditions under which Climanosco sells products and those relations between Climanosco and its customers that arise from the sale of products. Other types of relation between Climanosco and persons, such as member or donor relations, follow rules that are set forth in other Terms available separately on Climanosco's Internet site.
- Climanosco reserves the right to update the Terms hereafter without notification. The Terms that apply to a given purchase are those that were in force at the time the purchase was processed. The following Terms are currently applicable and can be downloaded or printed.

### 2. Terminology

- The "Online Shop" is here understood as Climanosco's online shop available on the Internet at the address [shop.climanosco.org](http://shop.climanosco.org). The use of the online shop is subject to other Terms that are available separately at the latter address on the Internet.
- A "customer" is here understood as a person making a purchase from the Online Shop.
- "Products" are goods that Climanosco offers for sale on the Online Shop.

### **3. Purchasing products**

- Purchases are only accepted through the Online Shop.
- Payments can be made through Climanosco's Online Shop, either by Credit Cards or by direct banking to Climanosco's account. Payments in cash are not accepted.
- Customers choosing direct banking must make sure that the amount received on Climanosco's bank account in CHF covers the price of the product as advertised on the Online Shop at the time of purchase. If payment is made with a currency different from CHF, it will be automatically converted into CHF by Climanosco's bank. Climanosco does not take responsibility for the applied currency change rate.
- Climanosco reserves the right to cancel any purchase without providing any further explanations.

### **4. Products, packaging and delivery**

- A description of each product is available on the Online Shop, including the product price, and the estimated delivery costs.
- Packaging costs are included in the product price.
- Delivery costs depend on the product and on the customer's country of residence. Estimated delivery costs are automatically added to the purchase upon checking-out. In cases where the actual delivery costs turn out to be significantly higher than the estimated delivery costs, the customer will be contacted and will be asked to pay the extra costs.
- The shipping usually occurs within a week of reception of payment.
- The customer is informed by email of any delay that occurs in the shipping of the purchased products.
- Products are usually shipped by economy mail.
- Where indicated, the product is shipped using tracked mail. In such cases, the customer is informed of the tracking number.
- In the event that a shipment returns to Climanosco after shipping, the customer is informed and is given the choice of another delivery or of returning the payment. In either case, the customer will be required to pay for the extra costs.

### **5. Damage or loss during delivery**

- In the event that a purchased item was damaged or lost during delivery, and upon the condition that the customer provides a reasonable proof of damage or loss, Climanosco will take half of the extra costs incurred in sending a replacement and will ask the customer to take the other half.
- A reasonable proof is photography of the damaged item or the confirmation of loss from the post company.

## **6. Defective merchandise**

- All products come with the guarantee that they have been screened by Climanosco and that they were defect-free upon packaging. If despite this careful screening, an item with a major defect was sent to a customer, Climanosco will offer either a full replacement or a refund of the item upon presentation of a reasonable proof of the defect.

## **7. Returning merchandise**

- Customers have 14 days from reception to claim the return right on purchased products. The return right can be claimed by sending an email with a brief explanation of the reason for returning the products at the address: [shop@climanosco.org](mailto:shop@climanosco.org) .
- Climanosco will acknowledge the return right if the customer's email is received within this 14 days period.
- The goods must then be returned to Climanosco's address using a packaging which is as safe as the one used for the delivery, and a mailing service which is similar to the one used for the delivery.
- The returning costs are to be taken over in full by the customer.
- Upon reception of the returned products, Climanosco will refund the amount received for the purchase, deducted from any costs that would have been charged to Climanosco in relationship with this purchase and its return.
- Climanosco does not charge additional returning fees.
- Climanosco will process the refund as soon as possible but no later than 30 days from reception of the returned products.

## **8. Copyrights**

- Copyrights on purchased products stay with the author. Any copy, in part or in full, is forbidden without the written consent of the author.

## **9. Taxes**

- All prices are net; Climanosco is not VAT - registered.
- The customer is responsible for paying any custom taxes incurring from the purchase of products that may arise in her/his country.

## 10. Legal jurisdiction

- The relationship between Climanosco and its customers shall be subject to substantive Swiss law, to the preclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980. With respect to all disputes based on or in connection with any order, transaction or contract, the ordinary courts in 8005 Zurich, Switzerland, shall have exclusive jurisdiction.

## 11. Communicating with Climanosco

- You can communicate with Climanosco by mail or email.
- The mailing address is:  
Climanosco  
c/o The Hub Zurich Association  
Viaduktstrasse 93-95  
8005 Zurich  
Switzerland
- The email address for all communications concerning sales is:  
[shop@climanosco.org](mailto:shop@climanosco.org)



# Terms and Conditions for Donations (version 1.1)

## Climanosco

Version of 20 January 2017

*These Terms and Conditions for Donations were adopted by the General Assembly on 15 December 2017.*

*They are applicable to donations received from 1 August 2015.*

*For questions, please contact Climanosco at [donate@climanosco.org](mailto:donate@climanosco.org)*

*Attached document: Appendix I to the Terms and Conditions for Donations*

Climanosco is a non-profit association registered at the Commercial Registry Office of Zurich, Switzerland, on 11 August 2015 (Registration ID: CHE-415.265.288). Details on the association including its goals and its Statutes can be found at the address: [www.climanosco.org/about](http://www.climanosco.org/about). Climanosco finances itself through donations, membership fees and sales of items. All donations, membership fees and benefits made from our sales will be exclusively and solely used by Climanosco's association to pursue its goals according to its Statutes.

### 1. About these Terms

- These "Terms and Conditions for Donations", named "Terms" hereafter, rule the conditions under which Climanosco accepts donations and those relations between Climanosco and its donors that arise from the donation. Other types of relation between Climanosco and persons, such as member or customer relations, follow rules that are set forth in other Terms available separately on Climanosco's Internet site.
- Climanosco reserves the right to update the Terms hereafter without notification. The Terms that apply to a given donation are those that were in force at the time the donation was processed. The following Terms are currently applicable and can be downloaded or printed.

### 2. Terminology

- A "donor" is here understood as a person donating money to Climanosco.
- A "donation" is here understood as the final amount received in CHF on Climanosco's bank account from a donor after deduction of all fees such as currency change, credit card and transfer fees.

### 3. Making donations

- Donations can be processed through Climanosco's Online Shop or through direct banking to Climanosco's account. Donations in cash are not accepted.
- The internet address of the Online Shop is: [shop.climanosco.org](http://shop.climanosco.org)
- The banking details for direct banking are:

Account Holder:	Climanosco
Account Number:	61-542259-6
IBAN:	CH79 0900 0000 6154 2259 6
BIC:	POFICHBEXXX
Bank Address:	PostFinance Ltd, Mingerstrasse 20, 3030 Berne, Switzerland
- Donations can be processed in any currency. Climanosco's bank account is in CHF. When money is transferred in a currency different from CHF, it will be automatically converted into CHF by Climanosco's bank. Climanosco is not responsible for the applied currency change rate.

### 4. Cancelling or modifying donations

- A donation can be modified or cancelled by its donor within 10 days of the date of the order by contacting Climanosco at the email address provided below.
- Climanosco reserves the right to deduct from the amount ordered to be returned all fees and taxes incurred.

### 5. Acceptable donations

- As per its Statutes, Climanosco can accept donations up to a maximum per donor over a given period of time. This donation cap serves to ensure Climanosco's independence.
- Climanosco can accept donations up to a maximum per donor per year, named the Yearly Donation Cap. The Yearly Donation Cap which currently applies is provided in Appendix I.
- Donors who wish to donate more than this Yearly Donation Cap can also make a Flexible One-Off Donation representing several years of capped donations. In such case, no further donation will be accepted from this donor for a given time period named Locked Time.
- The Locked Time is determined by the Donation Cap Table provided in Appendix I.
- Donations larger than the Maximum Acceptable Donation given in Appendix I are deemed not acceptable.
- Acceptability and Locked Times are determined at the time of reception of the donation and can not be changed later on, such as for instance after subsequent adjustments in the Donation Cap Table.
- Climanosco reserves the right to update Appendix I without notification.

## 6. Returning donations

- Climanosco reserves the right to refuse a donation without notification.
- Donations exceeding the Maximum Flexible One-Off Donation provided in Appendix I will be refused in full.
- Refused donation will be returned to the donor after deduction of all fees and taxes incurred.

## 7. Taxes

- Donations are not tax-deductible.

## 8. Legal jurisdiction

- The relationship between Climanosco and its donors shall be subject to substantive Swiss law, to the preclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980. With respect to all disputes based on or in connection with any order, transaction or contract, the ordinary courts in 8005 Zurich, Switzerland, shall have exclusive jurisdiction.

## 9. Communicating with Climanosco

- You can communicate with Climanosco by mail or email.
- The mailing address is:  
Climanosco  
c/o The Hub Zurich Association  
Viaduktstrasse 93-95  
8005 Zurich  
Switzerland
- The email address for all communications concerning donations is:  
[donate@climanosco.org](mailto:donate@climanosco.org)

# Appendix I to the Terms and Conditions for Donations 2017-2018

## Climanosco

Version of 30 May 2016

*This Appendix I was re-adopted by the General Assembly on 15 December 2017. It is applicable to donations received from 1 August 2016 to 31 December 2018.*

*For questions, please contact Climanosco at [donate@climanosco.org](mailto:donate@climanosco.org)*

### 1. Yearly Donation Cap

The Yearly Donation Cap is CHF2500 per donor.

### 2. Maximum Acceptable Donation

The Maximum Acceptable Donation is CHF55000. It is associated with a Locked Time of 10 years.

### 3. Donation Cap Table

Flexible One-Off Donation (in CHF)	Locked Time (in number of years)
> 2500	1
> 5500	2
> 9000	3
> 13000	4
> 17500	5
> 22500	6

> 28000	7
> 34000	8
> 40500	9
> 47500	10
≤ 55000	

The formula is:

$$F(Y) = F(Y-1) + D + (Y-1) * A; F(0) = 0;$$

Where F = Flexible One-Off Donation threshold in CHF, Y = Locked Time in number of years,

D = Yearly Donation Cap (2500CHF), A = Yearly Adjustment for Growth (500CHF)

#### 4. Examples

- A donor making a donation of CHF10000 in September 2016 will be able to donate again after a Locked Time of 3 years, namely in September 2019. Any further donation made by this donor before September 2019 will be refused.
- A donor making a donation of CHF55000 will have a Locked Time of 10 years.
- A donation of CHF60000 will be refused.