

GENERAL TERMS AND CONDITIONS OF BUSINESS TAKEAWAY AND SHOP

1. Scope of applicability

These General Terms and Conditions of Business for the Restaurant Del Ponte Takeaway Service and Shop (hereinafter referred to as GTC Takeaway) apply for all products purchased via the online shop of Walliserhof Grand-Hotel & Spa, particularly orders placed with the Del Ponte Restaurant Takeaway Service. These GTC and the general GTC form an integral part of and are applicable to each order.

2. Offer, payments and price

The offer is valid in so far as it is displayed in the online shop and/or stocks are sufficient. Changes of prices or product ranges are possible at any time. Images used in advertising, brochures, in the online shop etc. and all information concerning the products serve the purpose of illustration and are non-binding.

3. Price

All prices are quoted in Swiss francs (CHF) and include statutory value added tax (MWST). The minimum order value is CHF 50. The price in the online shop at the time when the order is placed applies.

4. Ordering, concluding a contract

The presentation of the products in the online shop does not constitute a legally binding offer, but merely a non-binding invitation to our customers to order the product in the online shop.

An order is deemed to be an offer submitted to the Restaurant Del Ponte for the conclusion of a contract. Following the submission of the order, the customer automatically receives a confirmation of receipt, which documents the fact that the order has been received by Restaurant Del Ponte.

Restaurant Del Ponte is free to refuse orders either entirely or partially, without giving reasons, in which case the customer is informed to that effect and any payments already made are refunded. Further claims are excluded. In particular, the products which cannot be supplied will not be forwarded subsequently. Products which cannot be supplied temporarily cannot be reserved. A contract only arises through the processing of the order.

5. Payment terms

Payment is made online by credit card. American Express, Mastercard, and Visa are accepted as credit cards. The credit card information is verified via an encrypted connection of payment provider Stripe.

6. Collection

The ordered products must be collected from the address of the Restaurant Del Ponte Takeaway Service (Dorfweg 1, 3906 Saas-Fee) at the selected time (the time specified on the confirmation of receipt). The takeaway service guarantees flawless delivery. Any loss of quality due to late collection of products is borne by the customer. Orders which are not collected will not be taken back or exchanged.

7. Ordering hours

The ordering hours are based on the opening hours of the Restaurant Del Ponte Takeaway Service. The current hours are shown on the website.

8. Data protection

Personal data is processed for the purpose of implementing the purchase and payment transactions. The data is not passed on to any third parties.

9. Applicable law/place of jurisdiction

Swiss law is exclusively applicable to the contract. The place of performance and place of jurisdiction is Visp. Should individual provisions of these GTC be ineffective, the effectiveness of the other provisions hereof shall not be affected. In such a situation, the legally ineffective provision shall be replaced by an analogous but effective provision. In case of difficulties of interpretation, the German text is legally valid.

Saas-Fee, March 2021