



General Terms and Conditions

SCOPE

These General Terms and Conditions of Sale (hereinafter: GTC) govern the rights and obligations of the parties in the context of the services and product sales offered by Association Mountain Synergies, a Swiss non-profit association, having its headquarters at 66A Route de Drize, 1227 Carouge, Geneva, Switzerland (hereinafter MS).

TRANSACTIONS

General Principles

Any membership to MS, order of services or purchase of products (all hereinafter referred to as “purchase”) constitutes acceptance of these General Terms and Conditions by the buyer.

Ordering a service

By accepting an offer, the buyer agrees to the security, access and additional regulations relating to the service in question.

Purchasing a product

By purchasing a product, the purchaser agrees to the security, access and additional regulations relating to the product in question.

MS Membership

The conditions of membership of members are described in the statutes and defined by the General Assembly. The amount of the contribution is due upon acceptance of the offer and valid for the current year. Membership is automatically renewed each year.

Confirmation

The sales contract is deemed concluded at the time of confirmation of the purchase. Confirmation of the purchase can be made by confirming an offer, sending an order confirmation, by delivery or by invoicing of the products and services ordered.

Obligation of the buyer

The buyer undertakes to provide valid contact details when ordering and to pay the requested price, as well as to respect the confidentiality of the documents made available.

Right to contest

The purchase may be contested by the buyer for a period of 14 days, from the conclusion of the sales contract. This dispute must be made in writing (email or post) which MS must confirm having received. If the customer is entitled to a refund or credit, the amount due will be credited or paid to the account indicated by the customer within 30 days.

PRICE

General principles

Prices are indicated in Euros (EUR) or Swiss Francs (CHF). The association is not subject to VAT.



Delivery

Delivery or travel costs vary depending on the value and size of the order/service and will be confirmed in the purchase confirmation.

Membership termination

MS membership may be terminated, with one month's notice, by email for the planned end of membership. Membership is automatically renewed for the following year.

Conditions for canceling a validated offer

In the event of cancellation by a buyer of a service:

- More than 30 days before delivery => a lump sum of 200 EUR for management fees must be paid by the buyer
- Less than 29 days and more than 25 hours before delivery => 30% of the offer amount must be paid by the buyer
- Less than 24 hours before delivery => the total amount of the service must be paid by the buyer

Limitations of Liability

- MS excludes all liability for personal or material damage arising from the organization of the service or its conduct.
- During demonstrations and activities, as with any product, the buyer is however asked to check for possible contraindications before using the product. MS is not liable for direct or indirect damage arising from the services or information offered on its website.
- MS assumes no liability for inappropriate use of products and advice.

Data protection

Our customers' addresses are not rented, sold or exchanged.

Changes to the General Terms and Conditions

MS may modify these General Terms and Conditions. It will inform buyers of modifications made to the site <https://www.mountainsynergies.org>. The version in force at the time of the order is binding on the contractual relationship between the buyer and MS.

Applicable law and jurisdiction

This contract is exclusively subject to Swiss law. In the event of a dispute, the General Terms and Conditions in force at the time of purchase are used as the legal basis. These General Terms and Conditions are governed by Swiss law, in particular by articles 184 et seq. of the Swiss Code of Obligations, to the exclusion of any other foreign legislation.

The legal venue is established in Geneva, Switzerland.