Bern, 01.01.2017

Terms of use for products in electronic format

General

The General Terms and Conditions (GTC) of the Foreign Trade Statistics Division (FTSD) of the Federal Customs Administration (FCA) apply to orders for services and products in electronic format.

1. The GTC rule the conclusion, content and handling of contracts of the purchase of products in electronic format and the provision of services by the FTSD.

2. These provisions will be considered as accepted unconditionally by customers once they place an order using the electronic form, by post or e-mail.

3. The products are sold without a guarantee. Defects or malfunctions in the services sold by the FTSD must be reported immediately following detection. Customers are obliged to check a product sold by the FTSD for any defects within three weeks of its dispatch and to inform the FTSD in writing of the defects detected by this deadline. Otherwise, the purchased product will be considered as approved.

4. Customers will be held liable for all incorrect and/or incomplete information (particularly regarding the delivery address) they submit to the FTSD.

5. The FTSD does not accept any liability in case of breach of contract. The FTSD's liability is limited to the reimbursement of any payments already made for defective services, subject to clause 3.

6. Customers agree that their personal informations may be stored by the FTSD for the period of time required for the processing of the order, correct accounting and internal analyses by the FTSD. The forwarding of customer personal informations by the FTSD to third parties is excluded.

7. Customers of an annual subscription of FTSD data agree to their subscription being renewed tacitly for one year. However, the annual subscription may be cancelled within 30 days from receipt of the invoice.

8. Access to the expert version of the Swiss-Impex database is free of charge for each user only for the first three months, not renewable. In case of abuse, the account will be blocked without prior notice.

9. Customers may pay the amount due only by means of a postal order or bank transfer. Credit cards are not accepted.
10. If customers wish to receive an electronic invoice (e-bill), they must send a written request for this to the following address: ozd.finanzen-zentrale@ezv.admin.ch. The general provisions on e-bills are available on the internet at: https://www.ezv.admin.ch/ezv/en/home/information-individuals/declaring-goods/e-bill.html.

11. The use and reproduction of information from a product in electronic format is only permitted if the following source is indicated: "Source: Federal Customs Administration".

Copyright

Use and reproduction of information
The © copyright for the electronically delivered products is owned by the FCA.

1. The user may not make partial or full copies of the products or reproduce them in any other manner in order to pass them on to third parties free of charge or in return for payment.

2. The aforementioned reproduction of the information contained in the product for commercial purposes is subject to written authorisation, which must be obtained in advance from the Foreign Trade Statistics, Division of the Federal Customs Administration, Monbijoustrasse 40, 3003 Bern.

3. This authorisation is only valid if it was issued in writing in advance by the FCA; any possible indemnification may be set down in a written contract.

Data protection


Antivirus

The recipient is responsible for checking that the data is not infected with viruses. The FCA cannot be held liable for infected data carriers and possible consequential damages.

Liability

The FCA does not accept any liability for ensuring the information is accurate and up to date. The FCA will in no way be held liable for any damage caused.

Place of jurisdiction

The place of jurisdiction is Bern.

Amendments

The FCA expressly reserves the right to amend the products in electronic format or the prices.