

General Terms and Conditions (GTC) – Porcelain Chronicles

(Status: October 2025)

Disclaimer on Translation and Legal Binding: This English version of the General Terms and Conditions (GTC) is provided for convenience only. In case of any contradiction or discrepancy between the English and German versions, the **German version shall prevail and be the sole legally binding document.**

1. Scope and Provider Information

Provider: Studio Andrea Heckman
Owner/Proprietor: Andrea Heckman
Address: Schachenstrasse 123, 8906 Bonstetten, Switzerland
Contact: Email: info@porcelain-chronicles.com
Mobil: +41 (0)76 413 80 98
Label: Porcelain Chronicles

These General Terms and Conditions (GTC) apply to all orders placed by customers through the online shop at www.porcelain-chronicles.com or by other means (email, social media, in person at the studio) with Andrea Heckman. By placing an order, you agree to these terms. Individual agreements made in writing between the parties shall take precedence over these GTC.

2. Handcrafted Unique Pieces

The objects sold under the "Porcelain Chronicles" label are **individually handcrafted unique pieces (Unikate)**. Minor deviations in colour, shape, glaze, or texture are intentional and part of the artistic expression and do not constitute a defect. Customer-specific orders are always individualised unique pieces. Photos and illustrations are for orientation purposes only; deviations, particularly in **colour representation on screen**, are possible.

3. Prices, Payment, and Retention of Title

1. All prices are stated in **Swiss Francs (CHF)** and include statutory value-added tax (VAT), plus shipping costs.
2. For deliveries to **countries outside of Switzerland (EU/worldwide)**, additional **customs duties, import taxes, or fees** may apply, which must be borne exclusively by the buyer.
3. Payment in the online shop is made via the payment methods offered there (e.g., Credit Card, ApplePay). For direct purchases at the studio or exhibitions, cash and TWINT are accepted.
4. The delivered goods remain the property of Andrea Heckman **until full payment has been received** (Retention of Title).

4. Ordering and Availability

1. Orders are accepted through the online shop, by email, or through personal contact and are considered a **binding purchase agreement**.
 2. If objects in the online shop are unavailable due to an error or temporary lack of stock, the customer will be informed immediately. Payments already made will be promptly refunded in this case.
 3. Purchases of objects not regularly listed in the online shop are possible by **prior appointment** at the studio.
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5. Shipping, Delivery, and Transfer of Risk

1. The delivery time depends on the status of the object:
 - **Finished objects (in stock):** Shipping within Switzerland usually takes place within **5–6 working days** after receipt of payment.
 - **Customer-specific orders:** The estimated completion and shipping time will be communicated individually to the customer.
 - **International orders (EU/worldwide):** Shipping usually takes place within **5–15 working days**.
 2. The customer will receive a **shipping notification** via email when the package leaves the studio.
 3. **Self-collection** of particularly delicate objects at the studio is possible and recommended by **prior arrangement**. Shipping costs already paid will be refunded in this case.
 4. **Transfer of Risk (Damage in Transit):**
 - For **consumer purchases** (B2C transactions) in Switzerland and the EU, the risk of accidental loss or damage to the goods **transfers to the buyer only upon physical handover of the object**.
 - The buyer is asked to monitor the arrival of the goods and inform the provider **immediately** (within 7 days of the shipping notification) if a delivery should not arrive.
 - In the event of **loss or damage** during transport, upon the buyer's report of the damage, **a replacement will be delivered or the purchase price will be refunded**.
 5. **International Customs and Import Fees:**
 - Deliveries outside Switzerland are made **DDU (Delivery Duty Unpaid)**.
 - All **customs duties and import costs** are paid by the recipient directly in the destination country. Andrea Heckman has no control over these costs and cannot provide information about their amount. The buyer is obliged to inform themselves about the fees in their country before ordering.
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6. Returns and Right of Withdrawal

1. **Exclusion of the Right of Withdrawal (Custom/Personalised Items):**
 - For **individually commissioned, personalised, or customer-specific objects** (i.e., custom-made unique pieces), there is **no right of withdrawal** (neither in Switzerland nor under mandatory EU consumer law), as these items are clearly tailored to the buyer's personal needs.
2. **Statutory Right of Withdrawal (Everyday Objects):**
 - For **non-personalised everyday ceramics** and other non-custom items, buyers in the **EU and Switzerland** have a statutory **right of withdrawal of 14 days** after receipt of the goods. This right can be exercised **without stating a reason**.
3. **Return Process:**
 - The intention to return or withdraw must be communicated **in advance via email**.
 - The object must be **undamaged and carefully packaged** for return.
 - Returns are at the buyer's **own expense and responsibility**, including any unpaid customs duties or import fees.

- In the event of withdrawal, all costs incurred for the **return shipment, customs, re-importation, and processing fees** will be deducted from the purchase price refund.

7. Defects, Warranty, and Liability

1. Andrea Heckman guarantees the **craftsmanship quality** of the objects within the scope of the artistic expression (see Section 2).
2. In the case of **justified defects** (e.g., material flaws or faulty manufacturing beyond the deviations mentioned in Section 2), the customer is entitled to a **replacement or a refund** of the purchase price.
3. Liability for damage resulting from **improper use, dropping, or accidental damage** is excluded.

8. Handling and Use of the Objects

1. **Art objects** are not designed for daily use and are **not dishwasher-safe**. They must be handled carefully and gently wiped with a dust cloth. Drops or impacts can lead to breakage.
2. **Everyday ceramics** are generally **dishwasher-safe** and **microwave-safe**. The glazes used are food-safe and harmless to health.
3. **Gold glazes** and metallic decorated objects are **strictly not microwave-safe**.

9. Intellectual Property and Data Protection

1. **Copyright:** All images, videos, audio, texts, and designs on this website, in the online shop, and on social media channels of Porcelain Chronicles are protected by copyright. The use is only permitted with the **express, written consent** of Andrea Heckman.
2. **Data Protection:** Information on the collection and processing of customer data can be found in the separate **Privacy Policy** on the website.

10. Applicable Law and Place of Jurisdiction

1. **Swiss Law** applies. **The German version of these GTC shall prevail in all legal matters.**
2. **Mandatory consumer protection rights** of the EU country of residence and recipient country remain unaffected. The GTC are interpreted in such a way that they comply with the mandatory legal provisions of the respective recipient country.
3. The **place of jurisdiction** for all disputes is **Zurich, Switzerland** (unless mandatory consumer law of the customer's country of residence stipulates otherwise).

11. Concluding Thought

Time, dedication, effort towards perfection, and handwork go into every object from Porcelain Chronicles. These GTC are intended to clarify the terms of cooperation – but the most important aspect remains trust and joy in ceramics.