Terms and conditions of sale

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ombr. is the trading name of Exteria Design Sàrl.

Seller: Exteria Design Sàrl | UID CHE-242.825.697

Registered office: c/o COGESO Chapuisat, Grand-Rue 3, 1315 La Sarraz, Suisse

Operating base: Écublens (VD), Suisse

Contact: info@ombr.ch | https://ombr.ch

Online terms: https://ombr.ch/en/conditions-generales-de-vente/?version=2026-11-18-v3

1. Scope

These terms govern sales of parasols, bases, fixings and accessories, and the delivery, assembly and removal services offered by ombr. for delivery or collection in Switzerland. The seller is the company identified above, referred to below as “ombr.”.

They form part of the contract when made available and accepted before it is concluded. The applicable version is the one specified in the quotation or recorded at the time of ordering. Specific agreements accepted by both parties take precedence. Later changes to these terms do not alter orders already concluded.

2. Quotation and order

Before confirming, the customer checks the model, dimensions, fabric, colour, frame, fixings, quantities, addresses and services. A configuration or quotation request alone is not a binding order. Photographs may show slight colour differences due to the screen; the agreed essential characteristics remain due. A sample may be requested before ordering.

In the shop, the customer may correct their selection before the final button indicating the payment obligation. The contract is concluded when ombr. accepts the order by emailing an order confirmation. For an individual quotation, the contract is formed by acceptance within its validity period and under its terms. These terms are attached or made accessible before acceptance.

An obvious input error or identified impossibility is reported promptly. Any change to a product, price or service requires the customer’s agreement; no substitution is imposed. Applicable legal rules on errors and impossibility of performance remain reserved.

3. Prices and payment

Agreed prices are in Swiss francs and include applicable taxes. The summary separates goods, discounts and services. The displayed web discount applies to the specified goods and does not extend to delivery, assembly or removal unless stated otherwise. Any foreseeable extra charge must be stated before ordering; an unpriced service requires an accepted quotation before it is carried out.

Unless otherwise agreed in writing, full payment is required before procurement and delivery begin. Available payment methods are shown at checkout. A paid invoice is issued only after full receipt of funds is confirmed. A pending payment or bank authorisation alone does not constitute receipt of payment.

If payment is missing, ombr. may suspend procurement and performance after informing the customer. The consequences of delay are handled under Swiss law; no unagreed flat-rate reminder fee is added.

4. Availability and lead times

Home delivery in French-speaking Switzerland: 15 working days until the order reaches you. Within 2 working days of your order, Glatz confirms only the appointment date. Those 2 working days are included in the 15 working days.

Les délais affichés for les items en stock or en production sont des estimations, sauf date expressément garantie dans l’offre. Ils dépendent notamment de la confirmation by Glatz and de l’organisation du transport.

The delivery appointment is confirmed separately. The customer is informed without undue delay of a known change and a new estimate. Partial deliveries are agreed with them; no unaccepted extra cost is imposed.

In the event of delay, the customer’s rights under Swiss law remain applicable, including setting an appropriate additional period where the law provides for it. If performance becomes permanently impossible, amounts for unperformed services are refunded without undue delay. A manufacturer’s delay alone does not remove ombr.’s obligations to the customer.

5. Delivery, installation or collection

Only the selected and confirmed service is included. Free collection is available by appointment at the ombr. depot in Écublens or at our delivery and installation partner MTV, Zone Industrielle Reutet 52, 1868 Collombey. Transport and installation are excluded from collection. The chosen depot is confirmed in the order. Access details for Écublens are provided when arranging collection. The customer provides a suitable vehicle and equipment for securing the load. Goods are handed over once the customer has been notified that the order is ready.

Delivery to the foot of the building: handover of packaged goods at the agreed, normally accessible point. Moving goods onto the terrace, unpacking and assembly are not included.

Delivery to the intended position: moving the goods to the agreed position, unpacking, visual inspection and packaging removal. Assembly is not included.

Full delivery with installation: transport, unpacking, assembly of the specified base and ballast, parasol assembly, adjustments, function checks, demonstration, handover of instructions and packaging removal. Concreting, drilling, masonry, electrical connections and special lifting equipment are included only if listed in an accepted quotation.

Removal of an old parasol and removal of an old base are separate options. Their price and scope are confirmed in the order. The stated base weight includes its ballast. A concreted-in component, a weight outside the tariff or special access requires prior agreement. Removal is for disposal and does not entitle the customer to a buy-back value.

6. Access and preparation

Before ordering, the customer reports stairs, narrow passages, raised terraces, roofs, parking restrictions and other obstacles relevant to planning. They ensure the location and an authorised recipient are available. Any owner or co-ownership permissions needed for work must be obtained before the visit.

ombr. retains its duty to advise and carry out professional checks. Compatibility of an existing fixing, support strength and anchoring options must be checked before use or work; selecting a base weight alone does not guarantee suitability for every location.

If an unreported obstacle or an absence attributable to the customer prevents the agreed visit, ombr. may propose a new appointment or supplementary quotation. Only necessary, proportionate and substantiated extra costs arising from that situation may be requested after explanation; new services require the customer’s agreement. No extra charge is due for an error attributable to ombr. or its provider.

Unsafe work, particularly due to wind or unsuitable support, is stopped and rescheduled or redefined with the customer. No unagreed work is undertaken automatically. If collection is deferred, any storage charge must be announced and agreed in advance.

7. Receipt and defects

The customer checks quantities, visible condition and services performed as soon as reasonably possible. Visible damage is recorded on the handover note and reported promptly to info@ombr.ch, with photos if possible. Defects discovered later must be reported promptly after discovery, subject to applicable statutory periods.

Signing the note confirms the quantities handed over and services ticked, with the reservations stated. It is neither a waiver of rights relating to hidden defects nor acceptance of new terms. The absence of a photo or an immediate reservation does not by itself remove a mandatory right.

For transport arranged by ombr., the risk of accidental loss or damage remains with ombr. until handover to the customer or their nominated person. For collection, it passes at handover; damage attributable to ombr.’s fault remains reserved.

8. Warranty and after-sales service

For new movable goods, ombr. is liable for defects under Swiss law, with a limitation period of two years from delivery, subject to longer periods and other applicable legal provisions. The customer contacts ombr. with the order reference and a description of the problem. Any manufacturer's commercial warranty supplements the agreed rights against ombr. without replacing them.

For a covered defect, ombr. first offers a suitable repair or replacement at no cost to the customer and within a reasonable time. If this is impossible, fails or is not completed within a reasonable time, the customer's other legal remedies, including price reduction or termination where the conditions are met, remain available.

Damage caused by misuse, maintenance contrary to the instructions, unsuitable modification or wind exposure beyond the operating conditions is not a covered defect where it results from those causes. Normal wear and normal changes in materials do not in themselves constitute a defect. This clause does not exclude an original defect or an assembly error attributable to ombr.

Where work or fixed components fall under the statutory rules for immovable construction works, those rules prevail. Notice and limitation periods and repair rights that cannot be reduced or excluded are not restricted by these terms.

9. Returns and cancellations

If you change your mind, you can request a return for a standard Glatz item, including Quickship production models and standard accessories. Email info@ombr.ch with your order number no later than 14 calendar days after receiving the item. Please wait for return instructions from ombr. before sending it back.

The item must be new, unused, in its original condition and in its original packaging. You pay the return shipping costs. ombr. charges no restocking fee. Once ombr. has received and inspected the returned item, it refunds the price paid for that item to the original payment method.

Return address after authorisation: ombr., rue de Renges 23B, 1024 Écublens, Switzerland.
In-person returns are by appointment.

Change-of-mind returns are excluded for custom-made products, textiles, canopies, special configurations, made-to-order items and clearance items. Le choix d'une reference de série Quickship or d'un accessoire standard du catalogue reste couvert par le droit de retour ci-dessus.

If there is a covered defect or an error by ombr., including delivery of the wrong item, ombr. pays the return shipping costs. Email info@ombr.ch with your order number to arrange the return. The two-year warranty in section 8 also covers customised items. The 14-day period and the condition and packaging requirements for change-of-mind returns do not limit your rights in the event of a defect or an error by ombr.

Contact ombr. if you wish to change or cancel an order before receiving it. If ombr. agrees to an exceptional cancellation, any charges are agreed in writing and limited to documented costs actually incurred that cannot be recovered, taking account of any savings and the possibility of reuse or resale.

This clause does not restrict remedies for a defect, delay, impossibility of performance or any other reason provided by law. Any mandatory cancellation rights linked to another method of concluding a contract, particularly certain contracts made at home, remain reserved.

10. Use and liability

The parasol is used with suitable fixing and ballast, in accordance with the model instructions and guidance provided. It must be closed and secured when wind conditions require it and must not be left open unattended. The manufacturer’s wind-resistance ratings depend on the model and test conditions; they do not guarantee resistance to every gust or at every location. The manufacturer’s instructions govern precise operating guidance.

The customer is responsible for maintenance, checking fixings, and closing and protecting the equipment appropriately when not in use. They stop using equipment with a defect that may compromise safety and contact ombr.

ombr. is liable for damage under the applicable rules. To the extent permitted by law, liability for business losses or lost profits resulting from slight negligence is excluded. This limitation does not apply to fraud, gross negligence, harm to life or physical integrity, or mandatory liability, including product liability. It does not remove the rights for defective performance set out above.

11. Order data

Data needed for the order is used for the quotation, payment, invoicing, delivery, installation and after-sales service. Relevant information may be shared with the manufacturer, payment provider and carrier or installer as necessary for their tasks. Delivery details and access information are given to the team carrying out the work.

Contractual and accounting documents and proof of acceptance of the terms are retained for the periods needed to perform the contract, manage rights and meet legal obligations. Data enquiries may be sent to info@ombr.ch. Acceptance of the terms is not consent to advertising. This clause does not replace the privacy information specific to the services used.

12. Applicable law and dispute resolution

The contract is governed by Swiss law. In the event of a difficulty, the customer is invited to contact info@ombr.ch to seek a solution. This does not restrict their time limits or legal remedies.

For consumers, mandatory jurisdiction rules remain applicable. For contracts entered into for business purposes, the courts at the seller’s registered office have jurisdiction, subject to mandatory jurisdiction. If a clause is unenforceable, the others remain effective to the extent permitted by law.