



VICTORINOX

Terms & Conditions for the Victorinox Online Shop in Germany and Austria

1. Scope

1.1 The following General Terms and Conditions ("GTC") shall apply to the use of the website www.victorinox.com/de ("Website") and also to orders of Victorinox products in the online shop of the Website in Germany and Austria, in the current version at the time each order is placed. The Website is owned and operated by Victorinox AG, Schmiedgasse 57, CH-6438 Ibach-Schwyz. The contract on ordering in the online shop is formed between the customer ("Customer" or "you") and the supplier, Victorinox Retail AG (a wholly-owned subsidiary of Victorinox AG), Schmiedgasse 57, CH-6438 Ibach-Schwyz ("we" or "us").

1.2 We shall be entitled to supplement or amend the GTC at any time at our own discretion. The applicable version of the GTC is the one which was in place at the time an order was placed.

1.3 Deviating, additional or conflicting terms and conditions of the Customer are not recognized unless we have expressly agreed to their validity in writing.

2. Terms of use

2.1 Proper registration is required for the use of offers in our online shop. You are therefore responsible for providing truthful and complete information as a Customer.

2.2 We are not obligated to accept the registration or orders of a registered customer. Likewise, we are not obligated to make the Website and its services permanently available. Orders that have already been confirmed remain unaffected by this.

2.3 If incomplete or inaccurate information is provided upon registration, or you neglect to inform us of changes, then we are authorized to immediately exclude you from using the online shop.

2.4 You are obligated to treat your personal login information as confidential and to prevent access by unauthorized third parties.

3. Online ordering process

3.1 Begin your order by adding the selected products to the shopping cart. You can view the shopping cart again on the overview page before beginning the checkout process. Please provide the delivery address in the first step of the checkout process. Enter the payment information in the second step. In the third step, you can review your selection and all information as well as correct any entry errors before sending and placing your order.

3.2 By clicking on the "BUY NOW" button, you are confirming a binding order for the products that are in your shopping cart. An automated email confirming that we have received the order is generated immediately after the order is sent; however, it does not constitute an acceptance of the contract. Please note that **after you have completed the order process by clicking on the "BUY NOW" button, it is no longer possible to change the billing address.** If customers wish to change their billing address after



placing an order, the order must be canceled (prior to shipment), or if a product has already been shipped, it must be returned. A different billing address can be entered when placing your next order.

3.3 If you have opened a customer account, then you can see your orders at any time under “My Orders”.

3.4. Personalization of products: We offer personalization services for certain products (e.g. engraving). The customer is fully responsible for the correct provision of personalization orders (e.g. selection of scale color, font color and size, text to be engraved). Submitted personalization orders will not be corrected on our side, e.g. neither typos nor selection of font colors will be corrected or optimized. It is strictly forbidden to use coarse language as well as discriminating, racist, sexist or violence glorifying wordings. We reserve the right to cancel orders that contain wordings which are not in line with the provisions mentioned above or may bring into disrepute Victorinox's brand, products or reputation. You are responsible and liable yourself that your personalization does not infringe any third party rights.

4. Subject matter of the contract, product characteristics

4.1 The subject matter of the contract is the products specified in your order and listed in your order confirmation at the retail prices listed in the online shop. Errors and omissions are reserved, particularly those affecting the availability of goods; however, we endeavor to eliminate errors as soon as possible.

4.2 The characteristics of the ordered products are based on the product descriptions in the online shop. Images of products on the Website may be inaccurate under certain circumstances. In particular, colors may substantially differ for technical reasons. Images are used for illustrative reference only and can differ from the actual product. Technical data, weight, dimensions and performance specifications are specified as precisely as possible, although they may have the usual variations.

4.3 The presentation of products on the Website is a non-binding online catalog and not a legally binding offer.

5. Contract conclusion

5.1 A purchase contract is concluded only when we send you a separate shipping confirmation via email within five days after your order for the products was placed. There is no contract concluded for ordered products that are not listed in the shipping confirmation. This may also concern products that are offered in the online shop but, for example, are not available at the time when your order is received. In this case, we shall reimburse you for any payments already made. We will use the same method of payment that you used in the original transaction for repayment, unless expressly agreed otherwise.

5.2 If the product shown in your order is only temporarily unavailable, we shall immediately inform you of this in the order confirmation. You have the right to terminate the contract if there is a delivery delay of more than two weeks. In this case, we shall reimburse you for any payments already made. We will use the same method of payment that you used in the original transaction for repayment, unless expressly agreed otherwise.

5.3 Products will only be sold in typical household quantities. Sales will only be made to private consumers who are at least 18 years of age and legally competent, and who have their regular residence as well as a delivery and billing address in Germany or Austria.



6. Prices and payments

6.1 The prices quoted at the time of the order will apply to orders in our online shop. The prices quoted are retail prices in euros and include the applicable value-added tax.

6.2 The shipping costs to be paid by you are provided in the shopping cart in the order summary before your order is shipped.

6.3 Items are paid for using the payment methods shown in the order process (credit card, PayPal, Apple Pay, Google Pay and payment in advance) under the conditions specified there.

6.4 When paying by credit card, we charge the amount to your credit card when the items are shipped.

6.5 For payments in advance, we will immediately ship the goods upon receipt of the invoice amount in our bank account. Payment must be made within five business days after the acknowledgement of receipt of your order is sent.

6.6 For the reimbursement, we use the same method of payment which you indicated when processing the initial transaction, unless explicitly otherwise agreed.

6.7 The right to offset is only available if your counterclaims have been legally determined, or if they are recognized and undisputed by us. You are only authorized to exercise a lien to the extent that a counterclaim is based on the same contractual relationship.

7. Delivery and retention of title

7.1 Unless otherwise agreed, delivery is made from our distribution center in Neckarsulm to the delivery address provided by the Customer. Deliveries are only made within Germany and Austria.

7.2 Deliveries are made via DHL standard shipping (Germany) or Post AT (Austria). Unless otherwise specified, items are usually received by the Customer approximately 1 to 2 working days after placing an order. Please note that personalized products might take 1 or 2 days longer to ship. Victorinox will do its best to meet the published delivery times, however, is not liable for any changes. Delivery time may change without prior notice. Please note that Victorinox cannot offer an express delivery service for personalized products.

7.3 The delivery times provided are only intended as a point of reference and are therefore considered to be approximations only. Disruptions that are not caused by us or any of the companies that we have contracted (such as logistics companies for performance of the contract) as well as force majeure may further delay the delivery. We will inform you of these types of delivery disruptions as soon as we become aware of them.

7.4 The delivered goods remain the property of Victorinox Retail AG until full payment has been made.

7.5 Victorinox Retail AG remains entitled at any time to enter or have entered its retention of title into the designated official register.



8. Redeeming coupons

A. Promotional coupons

8.1 Promotional coupons are coupons we hand out at certain promotional events, and which are valid for a specified period of time. You are unable to purchase these coupons. The following terms and conditions apply, in addition to the terms and conditions specified on the respective promotional coupons.

8.2 Promotional coupons are only valid for the period of time stipulated on the coupon and can only be redeemed once in the Victorinox AG Online Shop at www.victorinox.com/de, before completion of the order process. Promotional coupons cannot be used cumulatively, i.e. combined with one another (and not together with different promotional coupons). Individual products may be excluded from the promotional coupon offer.

8.3 The required minimum order amount may not be lower than the face value of the promotional coupon. If the minimum order value is no longer met because items are subsequently returned, we reserve the right to void the coupon.

8.4 If the value of the promotional coupon is lower than the order value, the difference can be paid using the payment options we offer.

8.5 If you exercise your right to return items you have purchased, the reduced purchase price will be refunded. There is no right to a reimbursement or replacement of a coupon.

8.6 The face value of the coupon cannot be paid in cash, nor does it bear interest. Any remaining balance on a promotional coupon will not be refunded.

9. Right of cancellation

9.1 You have the right to cancel this contract within 14 days without providing a reason.

9.2 The cancellation period is 14 days from the date on which you or a third party that you have designated (other than the carrier) has taken possession of the goods.

9.3 To exercise your right of cancellation, please inform Victorinox Retail AG, c/o PVS Fulfillment-Service GmbH, Werner-Haas-Strasse 5, D-74172 Neckarsulm, Tel. +49 711 7252 304 212, email address: service.online.de@victorinox.com, and give unambiguous notice of your decision to cancel (e.g., in writing by mail, fax or email). You can use this [cancellation form](#), but this form is not mandatory.

9.4 To ensure compliance with the cancellation period, it is sufficient to send your notice regarding exercising the right of cancellation before the cancellation period expires.

9.5 Consequences of cancellation: If you cancel this contract, we shall immediately reimburse to you all payments that we have received from you, including the costs of shipping (with the exception of any additional costs arising from the fact that you have selected a different method of delivery from the least expensive standard shipping we offer), and no later than 14 days from the date we receive notice of cancellation of this contract. We will use the same method of payment that you used in the original transaction for repayment, unless expressly agreed otherwise. You will not be charged any fees for this repayment. We may withhold reimbursement until we have received the returned items, or until you provide proof that you have returned the items, whichever is sooner. You must return the goods immediately, and in any case no later than 14 days from the date on which you notified us of the cancellation.



9.6 Cancellation, Withdrawal, Exchange and Return of personalized products: Please note that individualized orders may not be cancelled. As soon as you place your order, Victorinox starts the production and therefore cannot accept any changes or cancellation. The right of withdrawal does not apply to the delivery of goods that are made according to the customer specifications or are clearly tailored to the personal needs of the customer. In addition the right of return does not apply to configured and personalized items except for manufacturing defects, deficiencies, damage from transport or any other error caused by Victorinox. In such cases, we will happily send you a correct product free of charge.

Please send returns from Germany to: Victorinox Retail AG c/o PVS Fulfillment-Service GmbH, Werner-Haas-Strasse 5, D-74172 Neckarsulm

Please send returns from Austria to: Victorinox Retail AG, Versandservice, Paketfach 1, A-6965 Wolfurt

The cancellation period is observed if you return the goods within the 14-day period. We bear the costs of returning the goods.

You are only liable for any loss in value of the goods if this loss of value is attributable to your handling of the goods that is not necessary for verifying the quality, properties and functionality of the goods.

10. Returns

10.1 Notwithstanding the right of cancellation stated under Point 9, you can return any item ordered from the online shop free of charge within 14 days of receipt. Use the provided return form enclosed in the package. Please keep the return receipt. Returned items must be accompanied by the original labels and closures. The items must be in their original packaging and in a condition usually expected after you have inspected and tried the product. We will be unable to resell any return items with a strong odor or other signs of use. We reserve the right to assert claims for compensation in such cases.

10.2 A fragrance sample is sent with selected fragrances, so you can test the fragrance without opening the original packaging. If you do not like the fragrance sample, then you can return the unopened fragrance in the intact original packaging. Products that have been opened will not be accepted for return.

10.3 Unfortunately, items that have been ordered online cannot be returned to a Victorinox retail store or at other points of sale.

11. Damage during transport

11.1. If goods are delivered with obvious damage from transport, then we ask you to immediately file a complaint with the delivery agent and to contact us as soon as possible.

11.2 Failure to file a complaint or to contact us has no consequences for your legal warranty rights, but it helps us to be able to file our own claims against the freight carrier or the transport insurance company.

12. Rights arising from defects and warranty

12.1 In the event that defective goods are delivered, the applicable statutory warranty rights are available to you, in particular Section 434 et seqq. of the BGB.

12.2 A guarantee only exists for delivered goods if this has been explicitly stated in the respective product's order confirmation.



12.3 Complaints and warranty claims can be submitted to the addresses listed under Point 9.

13. Liability

13.1 Claims for damages that you submit are excluded, with the exception of those arising from injury to life, limb or health, or from the violation of material contractual obligations or liability for damages based on an intentional or grossly negligent breach of duty. A material contractual obligation in the above sense is understood as an obligation that is essential for the achievement of the contractual purpose or whose fulfillment makes possible the proper execution of the contract and whose observance the Customer can rely on.

13.2 For breach of contract, we are only liable for the typical, foreseeable damage, if this was caused by simple negligence, unless there are damage claims by you arising from injury to life, limb or health. Typical, foreseeable damage is that typically to be expected in a common damage progression.

13.3 The above restrictions also apply to our legal representatives and vicarious agents, if claims are asserted directly against them.

13.4 The provisions of the Product Liability Act remain unaffected.

13.5 Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times with the current technology. Therefore, we are not liable for the continuous and uninterrupted availability of the online shop or for technical and electronic errors beyond our control during an order transaction.

13.6 Links on this Website to other websites are provided solely for your information and better navigation. If links are created to other websites or sources, then we are not responsible or liable for the availability of such external sites or sources. The content accessible on such websites or sources is not our own, and any liability or warranty for this is excluded.

14. Intellectual Property Rights

14.1 The logo "Cross & Shield", Victorinox® and Swiss Army® are registered trademarks of our company and our subsidiaries. The Company owns further trademarks, logos, designs, products, information and all copyrights, and other intellectual property or proprietary rights contained on or used in connection with the Site, which may not be copied, reproduced, posted, transmitted, modified or distributed, in whole or in part, in any form (electronic or written) without the prior written consent of the owner of such materials or a legal right to do so.

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14.4 All rights not granted under these Terms of Use are reserved by the Company.



15. Customer ratings and reviews

15.1 These Terms of Use in this paragraph govern your conduct associated with the Customer Ratings and Review service offered by Victorinox (the “CRR Service”). In case of any conflict between Victorinox’s Privacy Policy and these Terms of Use, these Terms of Use will take priority with respect to the CRR Service.

15.2 By submitting any content to Victorinox, you represent and warrant that:

- You are the sole author and owner of the intellectual property rights thereto.
- You voluntarily waive all “moral rights” that you may have to such content.
- All content that you post is accurate.
- You are at least 18 years old.
- Use of the content you supply does not violate these Terms of Use and will not cause injury to any person or legal entity.

You further agree and warrant that you will not submit any content:

- that is known by you to be false, inaccurate or misleading;
- that infringes any third-party copyrights, patents, trademarks, trade secrets or other proprietary rights or rights of publicity or privacy;
- that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, the prohibition of unfair competition, anti-discrimination or the prohibition of false advertising);
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, or which expresses racial or religious prejudice, or is offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
- for which you have been compensated or granted any consideration by any third party;
- that includes any information that references other websites, addresses, email addresses, contact information or telephone numbers;
- that contains any computer viruses, worms or other potentially harmful computer programs or files.

15.3 You agree to indemnify and hold Victorinox (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers, including but not limited to Bazaarvoice, Inc.), harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, including reasonable attorneys’ fees, arising out of a breach of your representations and warranties set forth above, or your violation of any law or the rights of a third party.

15.4 For any content that you submit, you grant Victorinox a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to you.

15.5 All content that you submit may be used at Victorinox’s sole discretion. Victorinox reserves the right to change, condense or delete any content on the Victorinox Website that Victorinox deems, in its sole



discretion, to be incompatible with the content guidelines or any other provision of these Terms of Use. Victorinox does not guarantee that you will have any recourse through Victorinox to edit or delete any content you have submitted. Ratings and written comments are generally posted within two to four business days. However, Victorinox reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not Victorinox, are responsible for the contents of your submission. None of the content that you submit will be subject to any obligation of confidence on the part of Victorinox, its agents, subsidiaries, affiliates, partners or third-party service providers and their respective directors, representatives and employees.

15.6 We will delete your personal data related to product ratings and reviews if you ask us to do so at internet.support@victorinox.com.

16. Legal notices about our products

Please note that carrying knives in public is subject to special legal provisions and bans in Germany (and potentially in other countries as well). This refers especially to knives with a blade that can be locked with one hand (one-hand knives) or knives with a blade length of over 12 cm.

17. Service hotline

If you have any questions regarding online orders, you can reach us by calling our service number +49 32212249406 (Germany) or +43 720117256 (Austria) or via email at service.online.de@victorinox.com, from Monday through Friday between 8:00 a.m. and 6:00 p.m. and on Saturday between 8:00 a.m. and 12:00 p.m. (Local landline charges apply; mobile telephone charges may vary.)

18. Consumer dispute resolution

18.1 In accordance with § 36 VSBG (Verbraucherstreitbeilegungsgesetz [Consumer Dispute Resolution Law]), we point out that we are neither willing nor obligated to participate in a dispute resolution procedure before a consumer arbitration board.

19. Final provisions

19.1 The contract language is German, even if these General Terms and Conditions are offered in different languages, in particular, in English.

19.2 All disagreements and disputes arising in connection with the Victorinox online shop are subject to the laws of the Federal Republic of Germany or the Republic of Austria; the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

19.3 If individual terms of this contract are or become invalid, this will not affect the remaining terms of this contract.

Last amendment: February 2023