



VICTORINOX

General Terms and Conditions for the Victorinox Online Shop (France)

1. Scope

1.1 The following General Terms and Conditions ("**GTC**") shall apply to the use of the website www.victorinox.com/en-fr ("**Website**") and also to all orders of products sold by Victorinox on the online shop of the Website in France ("**Shop**").

1.2 The Website is owned and operated by Victorinox AG, Schmiedgasse 57, CH-6438 Ibach-Schwyz (Switzerland). Contracts for online purchases on the Shop are entered into between the customer ("**Customer**" or "**You**") and the supplier, seller of all items offered for sale on the Shop, i.e. Victorinox Retail AG (a wholly owned subsidiary of Victorinox AG), Schmiedgasse 57, CH-6438 Ibach-Schwyz (Switzerland) – Tel. +41 41 818 12 11 ("**We**" or "**Us**").

1.3 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. As per the terms of Article L. 111-1 of the French Consumer Code, such applicable version of the GTC shall be displayed on the Shop. You also have the ability to ask our Customer Service to send you a printed copy of the GTC by regular mail.

1.4 Deviating, additional or conflicting customer conditions will not be recognized unless We have expressly agreed in writing to their validity. Conditions of sale in brick-and-mortar shops or independent retailers shall not apply to online transactions on the Shop.

2. Terms of use

2.1 The Website (including the Shop) is intended to be used by consumers only. Proper registration is required for the use of offers and, in general, the acquisition of products in our Shop ("**Customer Account**"). In this regard as a customer, You are responsible for providing truthful and complete information in order to create your Customer Account. Such mandatory information shall be: your name, first name and your e-mail address. Please be aware that, if You order an item on the Shop, then You will have to provide further information, such as your postal address. The provision of personal information shall be covered by our Privacy Policy as per the terms of article 15 below.

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 if You neglect to inform Us of changes, then We are entitled to immediately exclude You from using the Shop.

2.4 You are obligated to treat your personal login information as confidential and to prevent their use by unauthorized third parties, notably in order to access your Customer Account.

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 (i) a binding order for the products that are in your shopping cart and (ii) your approval of these GTC. An automated email confirming that We have received the order is generated immediately after the order is sent. These GTC shall be attached to it. 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 You wish to change your 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 All your orders can be seen at any time in your Customer Account under "My Orders", if you have opened one.

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, 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. Items shall be available until the stocks last. Errors and omissions are reserved, particularly those affecting the availability of goods; however, We endeavour to eliminate errors as soon as possible.

4.2 The characteristics of the products offered for sale are based on the product descriptions on the 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 product. Technical data, weight, dimensions and performance specifications are specified as precisely as possible, but may have the usual deviations.

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

5. Conclusion of contract

5.1 A purchase contract is concluded only when We send You a separate shipping confirmation via email within five (5) 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 affect products that are offered in the online shop but are not available when your order is received, for example. In this case, We will reimburse You for any eventual payments that were already made. For the reimbursement, We use the same method of payment which You indicated when processing the initial transaction, unless explicitly otherwise agreed.

5.2 If the product that is indicated in your order is only temporarily unavailable, then We will immediately inform You of this in the acknowledgement of receipt of your order. You have the right to terminate the contract if there is a delivery delay of more than two weeks. In this case, We will reimburse You for any eventual payments that were already made. For the reimbursement, We use the same method of payment which You indicated when processing the initial transaction, unless explicitly otherwise agreed.



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

6. Prices and payments

6.1 The prices quoted at the time of the order shall apply to orders on the Shop. The prices quoted are retail prices in Euros and include the applicable value-added tax (VAT). Prices do not include shipping costs.

6.2 The shipping costs to be paid by You in addition to the price of the items are provided in the shopping cart in the order summary before your order is shipped.

6.3 Prices may change at all times and without notification.

6.4 Payment for the ordered items takes place via the methods of payment suggested in the order process (credit card, PayPal, Apple Pay, Google Pay) under the conditions specified there.

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

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 as per the terms of articles 1397 sq. of the French Civil Code. 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 will be sent to the address provided by the customer. Deliveries are available within Metropolitan France only.

7.2 Deliveries are shipped by DHL or selected delivery service companies as mentioned in the course of the validation of the order, to the address mentioned by Customer during the order. Customer shall be informed of the estimated delivery date prior to the order. Victorinox shall not be responsible in case of an order of a product that is indicated as not available. Unless otherwise specified, items are usually received by the customer approximately two (2) to three (3) working days after placing an order. Please note that personalized products might take one (1) or two (2) days longer to ship. Victorinox will do its best to meet the published delivery times and, at the latest, in the absence of any information, shall deliver the ordered items within thirty (30) days after the order. In accordance with applicable legal provisions, in case of a delay, You have the right to terminate the contract under the conditions and modalities further to Article L. 216-6 of the French Consumer Code. 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 only agreed as being approximate. 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 methods of delivery disruptions as soon as We become aware of them.

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

8. Redeeming 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.



8.2 The following terms and conditions apply to the redemption of promotional coupons, in addition to the terms and conditions specified on the respective coupons.

8.3 The coupons can only be redeemed in the Victorinox AG Online Shop at www.victorinox.com/en-fr. Coupons are only valid during the period specified in each case and can only be redeemed once, before completion of the order process. Coupons cannot be used cumulatively with other coupons, i.e. combined with one another. Individual products may be excluded from the coupon promotion.

8.4 Only one (1) coupon can be redeemed per purchase and must be redeemed in full (partial redemption of coupons is not possible). The required minimum order amount may not be lower than the face value of the coupon. If the minimum order value is no longer met because items are subsequently returned, We then reserve the right to void the coupon.

8.5 If the value of the coupon is insufficient for the order, the difference can be paid using the payment options We offer.

8.6 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 the coupon.

8.7 Coupons cannot be paid in cash or returned, nor do they bear interest. Any remaining balance on a coupon will not be refunded.

9. Legal right of withdrawal - Returns

9.1 Pursuant to the terms of Article L. 221-18 of the French Consumer Code, You can return any item ordered from the Shop free of charge within fourteen (14) days of receipt. In the case of an order of multiple items delivered separately, the delay of return starts upon receipt of the last item.

9.2 The legal right of withdrawal may be exercised by informing Victorinox of the Customer's decision to withdraw before the end of the delay mentioned at paragraph 9.1. Such information may be provided by filing the attached form (Annex 2) or any other unambiguous statement.

9.3 Any returned item(s) must be sent to Victorinox, PF ERSTEIN – compte 832158, 67119 Erstein CEDEX (France) within fourteen (14) days from the notification of withdrawal, accompanied by the original labels, fastenings and packaging, and in a condition expected after normal usage to inspect and try the merchandise and resalable. If possible, please return the original invoice. We will be unable to accept any returned items with a strong odour or other signs of use. We reserve the right to assert claims for compensation in such cases. The return expenses shall be borne by Customer.

9.4 In the event of your withdrawal, We will refund all payments received from You, including delivery charges (except for any additional charges arising from the fact that you have chosen a delivery method other than the cheaper standard delivery method offered by us) without undue delay and in any event no later than fourteen (14) days from the day We have been informed of your decision to withdraw. We will make the refund using the same payment method you used for the original transaction, unless You expressly agree to a different method; in any event, this refund will not incur any costs for You.

9.5 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.

9.6 Items that have been ordered online cannot be returned to a Victorinox Retail Store or other point of sale.

9.7 **Cancellation, Withdrawal, Exchange and Return of personalized products:** further to the terms of Article L. 221-28 3° of the French Consumer Code, personalized orders (i.e. items made according to the Customer's specifications or are clearly tailored to the Customer's personal needs) shall not be withdrawn or cancelled. As soon as



You place your order, Victorinox starts the production and therefore cannot accept any changes or cancellation. 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.

10. Damage during transport

10.1 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.

10.2 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.

11. Rights arising from defects and warranty

11.1 In the event that defective goods are delivered, the applicable statutory warranty rights are available to You. The legal warranty of conformity applies independently of the commercial warranty that may cover your ordered items. You may decide to claim the warranty against hidden defects of any sold item within the meaning of Article 1641 of the Civil Code and that in this case, You can choose between the termination of the sale or a reduction to the sale price in accordance with Article 1644 of the Civil Code. For further information regarding warranty and rights granted by the law, please refer to Annex 1.

11.2 Complaints and warranty claims can be submitted to the following address: Victorinox Retail AG, Schmiedgasse 57, CH-6438 Ibach-Schwyz. Alternatively, You can send an email with a brief description of the defects to internet.support@victorinox.com.

12. Liability

12.1 Items offered for sale on the Shop are exclusively intended for private, non-commercial use. Consequently, Victorinox declines all responsibility for any loss of profit, loss of business, business interruption, loss of data or loss of commercial opportunities.

12.2 Pictures are provided for illustrative purposes only. We invite You to refer to the description of each product to know their precise characteristics. In case of a doubt or if You wish additional information, do not hesitate to contact us through our Service Hotline.

12.3 Claims by You for damages are excluded other than those arising from injury to life, limb, health as well as liability for damages based on an intentional or grossly negligent breach of duty.

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

12.5 Legal and statutory provisions about products liability remain unaffected.

12.6 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 neither liable for the continuous and uninterrupted availability of the Shop, nor for technical and electronic errors beyond our control during an ordering transaction.

12.7 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.



13. Intellectual property rights

13.1 The logo "Cross & Shield", Victorinox® and Swiss Army® are registered trademarks of our company and our subsidiaries. The company owns other brands, logos, designs, products and information, and all copyrights or other intellectual property rights on this Website or patents related to this Website, which may not be copied, reproduced, posted, transmitted, modified or distributed in any way (electronically or in writing), without first obtaining the written consent of the owner of such materials or to be legally entitled to this.

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13.3 The copyright of some documents and other materials provided on this Website belong to third parties. These documents and the other materials have been provided on this website with the permission of the owner of these copyrights. You have to check the references to the copyright of these documents or materials.

13.4 All rights not granted under these GTC remain reserved by Victorinox.

14. Customer ratings and test reports

14.1 The Terms of Use in this section apply to your conduct in connection with the service We offer „Ratings and Reviews“ (hereinafter referred to as „CRR Service“). If there are conflicts between our Privacy Policy and these Terms of Use, then these Terms of Use are decisive for the CRR service.

14.2 By submitting content of any kind to us, You indicate and assure

- that You are the sole author and owner of the relevant intellectual property rights;
- that You voluntarily waive all intangible rights that You may be entitled to in regards to this content;
- that any content You provide is accurate;
- that You are at least 18 years old;
- that the use of the content You provide does not violate these Terms of Use and inflicts no damage to natural or legal persons.

Furthermore, You agree and assure that You will not post any content

- that You know is false, inaccurate or misleading;
- that constitutes a violation of copyrights, patents, trademarks, trade secrets, other proprietary rights, publicity or privacy rights of third parties;
- that contains a violation of any law, statutory provisions, regulations or provisions (including, but not limited to those that are relevant for the export control, consumer protection, unfair competition, anti-discrimination or misleading advertising);
- that offends or defames an individual, a partnership or a company, is hateful, or full of racist or religious prejudice, or which threatens or harasses them, or can be reasonably regarded as such;
- for which You have received a remuneration or consideration from a third party;
- that contains information, a reference to other Websites, addresses, email addresses, contact information or phone numbers;
- that contains computer viruses, worms or other potentially damaging computer programs or files.

14.3 With regard to all claims/complaints, demands and actual damages (present and consequential damage) of any kind or nature, whether known or unknown, arising out of any breach of your information and assertions listed



above or from your violation of any laws or rights of third parties, including reasonable attorneys' fees, You agree to indemnify and hold us (and our management, directors, agents, subsidiaries, joint ventures, employees and third-party suppliers) harmless.

14.4 For each content submitted by You, You grant Victorinox a permanent, irrevocable, royalty-free, transferable right and license to use, copy, to modify, entirely delete, adapt, publish, translate, create derivative works and/or sale and/or distribute or to incorporate it worldwide in any form, media or technology without having to receive remuneration for it.

14.5 Any content submitted by You can be used at our sole discretion. We reserve the right to modify, summarize or delete any content, which We, in our sole discretion and view, consider to violate the guidelines for content or any other provisions of these Terms of Use. We do not guarantee that there are any possibilities for You to edit or delete the content You submit. Generally, the contents are posted on the Internet within two to four business days. However, We reserve the right to remove any submitted contents for any reason whatsoever or refuse its publication on the Internet. You acknowledge/confirm that You are responsible for the content submitted by You and not us. Regarding the content submitted by You, We, our representatives, subsidiaries, affiliates, business partners or third-party suppliers, and their respective directors/administrative boards, executives and employees are not under any obligation of confidentiality.

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

15. Confidentiality and data protection

The confidentiality and privacy policy valid for this Website can be found under the Privacy Policy

16. Service hotline

If You have any questions regarding the Website or online orders, You can reach us via our service number at +33 1 87 21 06 46 or via email: service.online.fr@victorinox.com from Monday to Friday from 8:00 to 18:00 and Saturday from 08:00 to 12:00. Local rates apply; mobile prices may vary.

17. Final provisions

17.1 The contract language is French or English. If there are any discrepancies in terms of language, the French version shall prevail.

17.2 These GTC are subject to French law.

17.3 For disagreements and disputes arising in connection with the Shop, the European Commission has created an online platform for the resolution of disputes between merchants and consumers (ODR platform). The ODR platform is available at <https://ec.europa.eu/consumers/odr/>.

17.4 If individual provisions are or become invalid, then the remaining provisions shall remain unaffected.

Last amendment: February 2023



Appendix 1: Legal warranty for goods offered for sale on the online shop of the Victorinox Website

1. We inform you that the products we sell on our Shop are subject to the legal warranty of conformity provided by articles L.217-3 and following of the French Consumer Code, the provisions of which are reproduced below. The products we sell on our Shop are also subject to the legal warranty against hidden defects provided for in articles 1641 and following of the French Civil Code.

2. The products must be returned to Victorinox in the condition in which they were received with all components in packaging that allows for proper transport. In this case, the shipping costs will be reimbursed to you on the basis of the invoiced rate and the return costs will be paid by us.

The refund will be made by re-crediting the payment method used at the time of the order. No cash on delivery will be accepted, whatever the reason. These warranties are without prejudice to the right of withdrawal.

You are reminded that within the framework of the legal guarantee of conformity, You:

- an choose between the repair or replacement of the goods, subject to the cost conditions set out in Article L. 217-12 of the French Consumer Code;
- are exempt from proving the existence of a lack of conformity of the goods during the twenty-four (24) months following the date of delivery of the goods.

3. To make use of the legal warranty of conformity or the guarantee of hidden defects, please contact us at the following address: service.online.fr@victorinox.com

Article L.217-3 of the French Consumer Code

The seller shall deliver goods that conform to the contract and to the criteria set forth in Article L. 217-5.

He is responsible for the defects of conformity existing at the time of the delivery of the good within the meaning of article L. 216-1, which appear within two years as from this one.

In the case of a contract of sale of a good comprising digital elements:

1. When the contract provides for the continuous supply of a digital content or a digital service during a duration lower or equal to two years, or when the contract does not determine the duration of supply, the salesman answers for the defects of conformity of this digital content or this digital service which appear within a two years deadline as from the delivery of the good;
2. Where the contract provides for the continuous supply of digital content or a digital service for a period of more than two years, the seller shall be liable for any lack of conformity of such digital content or digital service that appears during the period in which it is supplied under the contract.

For such goods, the applicable period does not deprive the consumer of his right to updates in accordance with the provisions of Article L. 217-19.

The seller shall also be liable, during the same time period, for any lack of conformity resulting from the packaging, the assembly instructions or the installation when the latter was made his responsibility by the contract or was carried out under his responsibility, or when the incorrect installation, carried out by the consumer as provided for in the contract, is due to shortcomings or errors in the installation instructions provided by the seller.

This warranty period applies without prejudice to articles 2224 and following of the Civil Code. The starting point of the limitation period for the consumer's action is the day on which the consumer becomes aware of the lack of conformity.



Article L.217-4 of the French Consumer Code

The good conforms to the contract if it meets, in particular, where applicable, the following criteria:

1. It corresponds to the description, type, quantity and quality, in particular as regards functionality, compatibility, interoperability or any other characteristic provided for in the contract;
2. It is fit for any special purpose sought by the consumer, made known to the seller at the latest at the time of the conclusion of the contract and accepted by the latter;
3. It is delivered with all the accessories and installation instructions to be provided in accordance with the contract;
4. It is updated in accordance with the contract.

Article L.217-8 of the French Consumer Code

In case of lack of conformity, the consumer has the right to have the goods repaired or replaced or, failing that, to have the price reduced or the contract rescinded, in accordance with the conditions set out in this sub-section.

The consumer also has the right to suspend payment of all or part of the price or the remittance of the benefit provided for in the contract until the seller has fulfilled his obligations under this chapter, in accordance with Articles 1219 and 1220 of the Civil Code. The provisions of this chapter are without prejudice to the award of damages.

Article L.217-11 of the French Consumer Code

The goods are brought into conformity at no cost to the consumer.

The consumer shall not be required to pay for the normal use he made of the replaced goods during the period before they were replaced.

Article L. 217-13 of the French Consumer Code

Any goods repaired under the legal guarantee of conformity benefit from a six-month extension of this guarantee.

If the consumer chooses to have the goods repaired but the seller does not do so, the period of the legal guarantee of conformity attached to the replaced goods shall start to run again for the consumer. This provision shall apply from the day the replacement goods are delivered to the consumer.

Article 1641 of the French Civil Code

The seller is liable for hidden defects in the item sold which render it unfit for the purpose for which it was intended, or which so diminish that purpose that the buyer would not have acquired it, or would only have paid a lower price for it, if he had known of them.

Article 1648 para. 1 of the French Civil Code

The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect.



Appendix 2 : SAMPLE WITHDRAWAL FORM

To the attention of Victorinox c/o PVS Logistikzentrum Werner-Haas-Strasse 5 74172 Neckarsulm Germany

I/We (*) hereby

notify me/us (*)

of my/our (*)

withdrawal from the contract for the sale of the goods below

Ordered on (*)

Received on (*)

Name of the Customer

Address of the Customer

Signature of the Customer

Date

(*) Delete as appropriate