



VICTORINOX

## General Terms and Conditions for the Victorinox Online Shop Switzerland

### 1. Scope

1.1 The following General Terms and Conditions ("GTC") shall apply to the use of the website [www.victorinox.com/en-ch](http://www.victorinox.com/en-ch) ("Website") and also to orders of products of Victorinox in the online shop of the Website in Switzerland, 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. Contracts for online purchases are entered into 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 customer conditions will not be recognized unless we have expressly agreed in writing to their validity.

### 2. Terms of use

2.1 Proper registration is required for the use of offers in our online shop. In this regard as a customer, you are responsible for providing truthful and complete information.

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 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, 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 endeavour 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 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 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 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 Switzerland or Liechtenstein.



## **6. Prices and payments**

6.1 The prices quoted at the time of the order shall apply to orders in our online shop. The prices quoted are retail prices in Swiss Francs 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 Payment for the items takes place via the methods of payment suggested in the order process (credit card, PayPal, TWINT, Apple Pay, Google Pay, prepayment) 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 advance payment method, we will ship the goods within one to three days 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.

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

6.9 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 will be sent to the address provided by the customer. Deliveries are available within Switzerland and the Principality of Liechtenstein only.

7.2 Deliveries are shipped by Swiss Post. Unless otherwise specified, items are usually received by the customer approximately three to five 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 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.

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

## **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 Online Shop at [www.victorinox.com](http://www.victorinox.com). 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 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. Returns**

9.1 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. The returned item must be accompanied by the original labels, fastenings and packaging, and it should be in a state expected after normal usage to inspect and try the merchandise. We will be unable to sell any return items with a strong odour or other signs of use. We reserve the right to assert claims for compensation in such cases.

9.2 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.

9.3 Unfortunately, items that have been ordered online cannot be returned to a Victorinox Retail Store or other point of sale.

9.4 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.

## **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, in particular Article 197 et. seq. OR.

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

11.3 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](mailto:internet.support@victorinox.com).

## **12. Liability**

12.1 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.

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

12.3 The provisions of the Product Liability Act remain unaffected.

12.4 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 online shop, nor for technical and electronic errors beyond our control during an ordering transaction.

12.5 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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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 General Terms and Conditions remain reserved by the company.

#### **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](mailto: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 +41 41 818 11 96 or via email: [service.online.ch@victorinox.com](mailto:service.online.ch@victorinox.com)

from Monday to Friday from 8:00 to 12:00 and from 13:30 to 17:30. Local rates apply; mobile prices may vary.

## **17. Final provisions**

17.1 The contract language is German, French or Italian, even if, in addition to the German version, these General Terms and Conditions are offered in different languages, in particular, in English. If there are any discrepancies in terms of language, the German version shall prevail.

17.2 For disagreements and disputes arising in connection with the Victorinox Online Shop, Swiss law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Schwyz. The preceding choice of law and venue shall not apply if and to the extent that under the applicable laws you (i) are a consumer within the meaning of Swiss law or any other legislation and (ii) are entitled to mandatorily invoke the application of another law and/or the jurisdiction of another court.

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

Last amendment: May 2020