



VICTORINOX

General Terms and Conditions of Supply

1. Scope

1.1 The following General Terms and Conditions of Supply ('**GTC**') for online orders in the United Kingdom apply between the customer ('**you**') and the supplier, Victorinox Retail AG, Schmiedgasse 57, CH-6438 Ibach-Schwyz, Switzerland, ('**we**' or '**us**') in the current version at the time each order is placed.

1.2 Please read these GTC carefully before you submit your order to us. These GTC tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information.

1.3 Victorinox Retail AG is a wholly owned subsidiary of Victorinox AG - the owner and operator of www.victorinox.com/en-gb, this website (the '**Website**').

1.4 Deviating, additional or conflicting customer terms and conditions will not be recognised unless we have expressly agreed in writing to their validity.

2. Registration requirements

2.1 Registration

Proper registration is required for you to place orders via the online shop on the Website (the '**Online Shop**'). As a result, you are responsible for providing truthful and complete information as a customer. We are not obligated to accept the registration or orders of a registered customer. Likewise, we are not obligated to make our services permanently available. Orders that have already been confirmed remain unaffected by this.

2.2 Faulty information

If incomplete or inaccurate information is provided upon registration, or you neglect to inform us of changes, then we are entitled to immediately exclude you from using the Online Shop.

2.3 Login information

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

3. Our contract with you

3.1 Use of the Website

By using the Website, you confirm that you are at least 18 years of age and you agree to be bound by these GTC. If you do not agree to these GTC, you must immediately exit the Website and discontinue the use of this Website and any information, product or services found therein.



3.2 Placing an order

By clicking on the 'BUY NOW' button, you are confirming a binding offer for the products that are in your shopping cart (the 'Order'). An automated email confirming that we have received the Order is generated immediately after the Order is sent; however, it does not constitute acceptance of the contract. Acceptance of your Order and the completion of the contract between you and us will only take place once:

- (a) we have undertaken an age verification process to confirm that you are over 18, if required by your choice of products (see Clause 3.3); and
- (b) we have dispatched to you the products ordered, unless we have notified you that we do not accept your Order, or you have cancelled it in accordance with Clause 9.

You will receive confirmation via email of dispatch within five (5) days after your Order was placed. There is no contract concluded for ordered products that are not listed in the order confirmation.

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 their billing address after placing an order, the order must be cancelled (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 Age verification

Under UK legislation, knives and other bladed or sharply-pointed items cannot (with certain exceptions) be purchased by or delivered to individuals under the age of 18. As such, we have a legal requirement to ensure that only customers who are 18 and over can purchase such products from us. By clicking the 'BUY NOW' button, you acknowledge and consent to us taking whatever steps are reasonably required to verify your age. To do so, we may use the services of third parties, who may process your personal data on our behalf for the purposes of age verification. For more information on how we handle your data and disclose it to third parties, please see our Privacy Policy at www.victorinox.com/en-gb/privacy-policy/cms/privacy-policy.

We reserve the right not to supply to you any age-restricted product where we reasonably believe that you are below the minimum age, or where we are unable to verify your age.

3.4 Inability to accept an Order

If we are unable to accept your Order for whatever reason, we will inform you of this in writing and reimburse you for any payments already made. Non-acceptance of an Order may occur for various reasons, including:

- (a) the product you ordered is out of stock; (b) we have been unable to obtain authorisation for your payment; (c) unexpected limits on our resources; (d) the Order does not comply with these GTC; (e) you do not comply with the purchaser requirements at Clause 3.6; or (f) you have failed our age verification checks or we otherwise reasonably believe you are below the relevant required minimum age.

Should we have taken payment prior to the non-acceptance of your Order we will refund you as soon as reasonably possible. Please note that it can take up to 14 days for your funds to be transferred back to you.

3.5 Product temporarily unavailable



If a product indicated in your Order is temporarily unavailable, we will inform you of this in writing and provide you with an estimated date on which the product will become available. You will then have the choice to cancel the Order (in which case we will reimburse you for any payments already made) or wait until the product becomes available. A failure of the product to become available within the estimated timeframe will have the same consequences as Clause 6.6 ('Late delivery').

3.6 Purchaser requirements

Products displayed on the Website may only be purchased for personal use and by consumers who are at least 18 years of age, legally competent and who have their regular residence as well as a delivery and billing address within the permitted delivery location (see Clause 6.1).

3.7 Personalisation of products

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

4. Our products

4.1 Products

The subject matter of the contract is the products specified in your Order and listed in the Order confirmation email at the retail prices listed in the Online Shop.

4.2 Characteristic variations

The characteristics of the ordered products are based on the product descriptions in the Online Shop. Although we have made every effort to display the colours of products accurately in the Online Shop, we cannot guarantee that a computer's display of the colours will accurately reflect the actual colour of the product. Your product may vary slightly from those images. For this reason, all product images in the Online Shop are for illustrative purposes only. Technical data, weight, dimensions and performance specifications are specified as precisely as possible, although they may also be subject to variation.

4.3 Packaging variations

The product packaging may vary from that shown on images on our Website.

5. Prices and payments

5.1 Price

The prices quoted at the time of the Order shall apply to orders in our Online Shop. The prices quoted are retail prices in Pounds Sterling (GBP) and include the applicable value-added tax.



5.2 Incorrect pricing

We take all reasonable care to ensure that the price of the product advised to you is correct. However, it is always possible that some of the products we sell may be incorrectly priced. Where the product's correct price is less than the price stated in the Online Shop at your Order date, we will charge the lower amount. If the product's correct price at your Order date is higher than the price stated in our Online Shop at the Order date, we will contact you for instructions before we accept your Order.

5.3 Payment method

Payment for the items is implemented via the methods of payment selected by you during the order process and under the conditions specified there. You must pay for the products before we dispatch them. Instalment payments are not possible.

6. Delivery

6.1 Delivery from/to a location

Unless otherwise agreed, delivery is made from our distribution centre in Neckarsulm (Germany) to the delivery address provided by you during the order process. Deliveries are only made to the United Kingdom (England, Wales, Scotland, Northern Ireland). Deliveries to the Channel Islands, the Isle of Man or Ireland are not possible.

6.2 Timing and cost of delivery

During the order process, we will let you know the cost and approximate timeframe for delivery. Please note that personalised products might take one or two days longer to ship. Victorinox will do its best to meet the delivery timeframe communicated to you, but (to the extent permitted by law) shall not be liable for any changes. Please note that Victorinox cannot offer an express delivery service for personalised products.

6.3 Excusable delays

Please be aware that deliveries may be delayed (i) following disruption not caused by us or any of the companies with which we contract (such as logistics companies for performance of the contract), or (ii) events outside our control. We will inform you of these types of delivery disruptions as soon as we become aware of them. Provided we do this, we will not be responsible for delays caused by such events.

6.4 Age verification on delivery

Under UK legislation, knives and other bladed or sharply-pointed items cannot (with certain exceptions) be purchased by or delivered to individuals under the age of 18. As such, we have a legal requirement to ensure that only customers who are 18 and over can purchase and take delivery of such products from us. For this reason, all age-restricted products must be received by a person who is at least 18 years old at the time of delivery (or on handover at a collection point). We reserve the right to request proof of age identification from you if your order contains age-restricted goods. If you are asked for proof of age identification and are unable to provide us with any, we reserve the right to withhold the delivery or otherwise refuse to hand over your Order at the collection point.

The rights in this Clause 6.4 may be exercised by us, and/or by a third party acting on our behalf (for example a delivery company, or a company which operates a collection point).



6.5 If you are not home when the product is delivered

If we (or a third party acting on our behalf, for example a delivery company) are unable to make the delivery because there is nobody home, we will leave a card confirming that we have attempted delivery. It will then be your responsibility to arrange a new delivery date. If you do not arrange a new delivery date or collect the product from a delivery depot within a reasonable time (as applicable), we may cancel the Order and refund any money you have paid in advance for the product(s), less any reasonable costs we incurred as a result of your failure to receive the delivery (such as storage and further delivery costs) if applicable.

6.6 Late delivery

- (a) If we have not delivered the product to you within the delivery timeframe communicated to you, and:
 - (i) we have refused to deliver the products; or (ii) delivery within the specified timeframe was essential to you (in the circumstances), and you told us this was the case before we accepted your Order, then you may cancel your Order.
- (b) If you would like to cancel your Order in accordance with Clause 6.6(a), you should let us know as soon as possible in writing. We will then promptly refund any sums that you have paid to us for the cancelled products and their delivery. If the products are then subsequently delivered to you, you must arrange for them to be posted back to us (at our cost) as soon as possible.
- (c) Alternatively, if we have not delivered the product to you within the delivery timeframe communicated to you, but you do not wish to cancel your Order (or you do not have the right to do so because the circumstances in Clause 6.6(a) do not apply), you should contact us to agree an appropriate and reasonable revised deadline for delivery. If we do not meet this new deadline, you may cancel your Order, in which case the above process and right to a refund would apply.
- (d) Your statutory rights are not affected by these GTC.

7. Title and risk

7.1 When you become responsible for the product

The product remains the responsibility of Victorinox Retail AG until the date we deliver the product to the address you gave us.

7.2 When you own the product

You will own a product once we have delivered the product to the address provided by you during the order process, and received payment in full for it.

8. Redeeming promotional coupons

8.1 Validity

The conditions for validity of a coupon, including the period of validity and redeemable products, will be stated on the coupon or in documents accompanying or referenced on the coupon. Coupons to be redeemed in the Online Shop must be redeemed during the ordering process, and cannot be redeemed



once an Order has been placed. Coupons may not be used in conjunction with other promotional offers. A coupon can be used in a single online transaction only. Only one coupon may be used per transaction. Coupons are not transferable or redeemable for cash and cannot be returned.

8.2 Purchase value

If the value of the goods purchased using the coupon is less than the value of the coupon, the remaining value of the coupon will be lost and cannot be refunded or used in a subsequent transaction. If the value of the coupon is insufficient for the Order, then the difference can be paid using the payment methods we offer.

8.3 Return of product purchased with a coupon

If you exercise your right of return on a product purchased partly or entirely with a coupon, the portion of the price paid using the coupon will not be refunded to you.

9. Right of cancellation

9.1 Right to cancel ('cooling off period')

If you change your mind and no longer want a product which you have ordered, you may cancel your Order within 14 days (beginning on the day after the product is delivered to you) and receive a refund. Once you cancel, you must make the return within the following 14 days.

You can find more information about how to cancel your Order and receive a refund here: www.victorinox.com/en-gb/service/faqs/questions-about-returns/cms/service-faq-returns

Your statutory rights are not affected by these GTC.

9.2 Cancellation, withdrawal, exchange and return of personalised products

Please note that Orders comprising personalised products may not be cancelled in accordance with Clause 9.1. As soon as you place your Order, Victorinox starts the production and therefore cannot accept any changes or cancellation. Personalised products may only be returned in the event of manufacturing defects, deficiencies, damage from transport or any other errors directly caused by Victorinox. In such cases, we will happily send you a corrected product free of charge.

9.3 Care of product

If you are in possession of the product you wish to return, you are responsible for retaining and taking reasonable care of the products until the time of the physical return

10. Faulty products

10.1 Faulty or misdescribed product

If the product is faulty or not as described, you may have a legal right to get the product repaired or replaced, or to get part or all of your money back. For detailed information please visit the Citizens Advice website at www.citizensadvice.org.uk.

10.2 Contact

If you wish to exercise the legal right described in Clause 10.1, you must contact us as set out in Clause 14 as soon as possible. We will provide instructions on how you can post the product(s) back to us, or to



allow us to collect them from you. We will pay the costs of postage or collection. Unless we state otherwise, provision of a partial or total refund for a faulty or misdescribed product is conditional upon Victorinox receiving such product back from you.

10.3 Transit damage

If a product is delivered with obvious damage from transport, then we ask you to immediately file a complaint with the delivery agent and to contact us as set out in Clause 14 as soon as possible. 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. Product guarantee

11.1 Additional guarantee

A guarantee only exists for delivered goods if this has been explicitly stated in the respective product's order confirmation. A guarantee is in addition to, and does not affect, your legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

11.2 Contact

Complaints and guarantee claims can be submitted to the address set out in Clause 14.

12. Liability

12.1 Liability for foreseeable loss and damage

If we fail to comply with these GTC, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any unforeseeable, consequential or indirect loss or damage.

12.2 Product liability

The provisions of the Consumer Protection Act 1987 remain unaffected by these GTC.

12.3 No liability for commercial use

Unless separately agreed otherwise, we only supply products for domestic and private use. If you use the products for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 Data communication

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 or the Website, nor for technical and electronic errors beyond our control during an ordering transaction.



13. Customer ratings and reviews

13.1 Terms of use

This Clause 13 governs your conduct associated with the Customer Ratings and Review service offered by us (the '**CRR Service**'). To the extent of any conflict between our Privacy Policy and these terms of use of the CRR Service ('**CRR Terms**'), these CRR Terms shall prevail with respect to the CRR Service.

13.2 Content

(a) By submitting any content to us, you represent and warrant that:

(i) you are the sole author and owner of the intellectual property rights thereto; (ii) all 'moral rights' that you may have in such content have been voluntarily waived by you; (iii) all content that you post is accurate; (iv) you are at least 18 years old; (v) use of the content you supply does not violate these CRR Terms and will not cause injury to any person or entity.

(b) You further agree and warrant that you shall not submit any content:

(i) that is known by you to be false, inaccurate or misleading; (ii) that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iii) that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (iv) that is, or may reasonably be considered to be, defamatory, libellous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; (v) for which you were compensated or granted any consideration by any third party; (vi) that includes any information that references other websites, addresses, email addresses, contact information or phone numbers; (vii) that contains any computer viruses, worms or other potentially damaging computer programmes or files.

(c) You agree to indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), 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.

(d) For any content that you submit, you grant us 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.

(e) All content that you submit may be used at our sole discretion. We reserve the right to change, condense or delete any content on our Website that we deem, in our sole discretion, to violate the content guidelines or any other provision of these CRR Terms. We do not guarantee that you will have any recourse through us to edit or delete any content you have submitted. Ratings and written comments are generally posted within two to four business days. However, we reserve the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not we, are responsible for the contents of your submission. None of the content that you submit shall be subject to any obligation of confidence on the part of us, our agents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees.



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

14. Contact us

14.1 In case of questions regarding online Orders you can reach us by calling our service number:

+44 20 3734 9264 (local call tariffs apply; mobile tariffs may vary) or via

email: service.online.uk@victorinox.com

14.2 Our opening hours are Monday to Friday between 07:00 and 19:00 and on Saturday between 08:00 and 11:00 GMT.

15. General provisions

15.1 Language

The contract language is English.

15.2 Intellectual property rights

(a) The logo 'Cross & Shield', Victorinox® and Swiss Army® are registered trade marks of us and our subsidiaries. We own further trade marks, logos, designs, products, information, copyrights, and other intellectual property or proprietary rights in relation to material contained on or used in connection with the Website, and these materials 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.

(b) The downloading or printing of any materials from this Website will not result in the transfer, explicit or implied, of any rights. You may, however, download or print any pages from this Website for personal, non-commercial use only, provided you do not remove any copyright notice or other proprietary right notice.

(c) The copyright in some documents and other material available on this Website belongs to third parties and such documents and other material have been reproduced on this Website with the permission of the third party copyright owners. You must check copyright notices on or in respect of such documents or material.

15.3 Invalidity

Should any individual term(s) of this contract be or become inoperative or unenforceable, this will not affect the remaining terms of this contract.

15.4 Transfer of these GTC

We may transfer our rights and obligations under these GTC to another organisation. We will contact you to let you know if we plan to do this. You may only transfer your rights or your obligations under these GTC to another person if we agree to this in writing (such consent not to be unreasonably withheld).



15.5 Changes to these GTC

These GTC may be subject to change at our discretion. In circumstances where a change to these GTC materially adversely affects your rights with respect to an Order which has already been submitted to us, we will contact you to provide you with details of how to exercise your right to cancel.

15.6 Waiver

If we do not insist immediately that you do anything you are required to do under these GTC, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

15.7 Third parties

A contract formed under these GTC is between you and us. No other person shall have any rights to enforce any of its terms.

15.8 Notices

All notices given by you to us must be given to us in writing by email (see Clause 14) or at the address detailed at the beginning of these GTC. We may give notice to you at either the e-mail or postal address you provide to us when placing an Order.

15.9 Jurisdiction and governing law

These GTC are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

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