



VICTORINOX

General Terms and Conditions for Trade (GTC)

The followings GTC govern the mutual relationship between the customer and Victorinox AG, Switzerland (hereafter "we/our").

1. Area of Application

All deliveries and services in the area of promotional products are subject to these GTC. This also applies to all future business relationships even if these GTC are not expressly agreed to once again.

We are only obligated under other general terms and conditions for trade if we have expressly accepted them in writing. The possible non-effectiveness of individual terms or conditions does not affect the other terms and conditions.

2. Offer

Our offers are subject to confirmation and only become binding when order confirmation has been made in writing by the Customer Service Team Ibach. We reserve the right to withdraw from an order if it can be assumed that delivering to the ordering customer means a financial risk for us or in case of previously established non-compliance with Victorinox guidelines.

Our offers are for quantity orders and are oriented exclusively to the promotional products trade, employee loyalty & redemption programs, marketing agencies or direct industry customers. Retail sales to individuals are not made.

Unless otherwise approved by Victorinox, promotional products are not permitted for commercial resale, but exclusively as promotional or staff gift with no commercial aspect. We reserve the right to make necessary technical or production-related improvements and changes in form and color. The customer's reviews and approval of proofs ("good to print") or samples release us from any responsibility for any errors not objected to.

3. Prices

Our prices are for Switzerland in Swiss Francs (CHF) DAP customer domicile and for the Euro zone in Euro (EUR) DDP customer domicile (Incoterms 2020), without statutory VAT. We reserve the right to change our prices.

4. Order Processing

The customer shall check the legal permissibility of the advertising material proposed and designed by us. We will not assume liability related to copyright, reproduction rights and production rights.

Changes to existing stamps are not possible and require the manufacture of a new stamp with corresponding cost consequences.

We are happy to provide you with a blank sample. You have the option of paying the invoice according to the agreed payment terms or returning the sample to us in its original condition and packaging and having the invoice cancelled.

Personalized samples (e.g. pattern samples with inscriptions or lettering) are only delivered at an extra charge for the costs incurred and cannot be returned.

Over and under delivery

Products with an advertising inscription or which are not kept in stock are made by special order. Therefore, it is not possible to guarantee an exact quantity. For such orders, an over or under run (plus/minus 1- 5%) must be expected. The final quantity delivered will be charged.

Early contract termination and amendments; right to return

If a contract is terminated early, a cost contribution of CHF 90.00 will be charged along with all other costs incurred up to the time the contract is terminated. After a production release the contract can no longer be terminated.

All changes must be in writing and confirmed by our sales representative. Verbal notification will not be accepted. Changes to orders may affect ship dates as well as set up charges. No changes (increases, decreases, colours, etc.) will be accepted once production of customer's order has started. All claims and discrepancies must be reported within 5 days of receipt of goods.

Returns are not accepted without a return label. To obtain a return label, please contact us under: corporatebusiness.hq@victorinox.com. The return label must be clearly marked on the outside of each box. Once items are decorated, no returns will be accepted. Return of warehouse stock will only be accepted if agreed to. In general, a 10% restocking charge will be charged.

Any product cancellations or returns must be directed to:

For Switzerland: Victorinox AG, Return & Repair, Schmiedgasse 57, CH-6438 Ibach-Schwyz, Switzerland

For EU: Victorinox Deutschland GmbH, Return & Repair, Alfred-Nobel-Strasse 5, DE-79761 Waldshut-Tiengen, Germany

Use with Third-Party Products

Prior written approval from Victorinox is required if promotional products are to be used, given away or otherwise placed into circulation in combination with other third-party products.

5. Guarantee

Victorinox grants an unlimited guarantee on pocket knives with respect to material and manufacturing defects for an unlimited time. For electronic products (such as Victorinox Flash), the guarantee is 2 years.

The guarantee for Wenger watches is 3 years, for Victorinox watches 5 years. The guarantee for travel gear is 10 + 1 years.

6. Delivery and Delivery Time

Unless otherwise agreed in writing, delivery shall be made for Switzerland DAP customer domicile or for the Euro zone DDP customer domicile (Incoterms 2020).

Agreed delivery times are considered approximate dates. Fixed dates shall only apply when we have confirmed these expressly in writing. Delivery times and fixed dates are considered to be DAP customer domicile (CH) resp. DDP customer domicile (Euro zone).

7. Payment Terms

Invoices are to be paid net within 30 days. We reserve the right to demand partial payments or advance payments.

If we become aware of circumstances, which seriously call to question the creditworthiness of the customer after the conclusion of a contract, we may require a prepayment or guarantees within a reasonable period of time and deny delivery until the fulfillment of this requirement. We reserve the right to charge interest at prevailing bank rates or levy reminder fees if these payment due dates are not met.

In case of an order of personalized travel gear products, the purchase price is already due before personalization. After the first order, the customer can apply for a credit account. If the credit account is granted, 50% of the purchase price is due before personalization of the products and the remaining 50% net within 30 days.

8. Intellectual Property

With the delivery of the products, the customer does not acquire any rights to the intellectual property of Victorinox but rather only a non-exclusive, non-transferable right to use this intellectual property.

Promotional products may not be used for any purpose, which could harm the Victorinox reputation, brand, name, goodwill or the corporation, or if the non-purposive usage could have a disadvantageous or detrimental consequence.

9. Data Protection

When collecting, processing and using personal data, Victorinox assures that the provisions of the Swiss Data Protection Act, the General Data Protection Regulation (GDPR) and the relevant legal norms will be observed. Data resulting from the order processing are used only for internal purposes. Data will only be passed on to third parties if absolutely necessary for the proper provision of services (order processing). The customer agrees to this use of the data.

10. Retention of Ownership

The delivered goods remain the property of Victorinox until the complete payment of the purchase price including all auxiliary claims.

11. Compensation for Damages

Compensation claims for damages resulting from errors in visual presentations, prices and texts or due to late or non-delivery are strictly excluded.

12. Place of Fulfillment and Jurisdiction and Applicable Law

The place of fulfillment is CH-6430 Ibach-Schwyz. These GTC, all contracts and any other document relating thereto shall be governed and construed by the substantive laws of Switzerland exclusively. The application of the provisions of the United Nations Convention on the International Sale of Goods is explicitly excluded. The parties submit to the exclusive jurisdiction of the competent courts of the Canton of Schwyz, Switzerland.

13. Contact

How to contact us:

E-Mail: corporatebusiness.hq@victorinox.com

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