



VICTORINOX

1 General Terms and Conditions for Trade (TNC)

The followings GTC govern the mutual relationship between the ordering customer and Victorinox AG, Switzerland.

1. Area of Application

All deliveries and services in the area of promotional items are subject to these General Terms and Conditions for Trade. This also applies to all future business relationships even if these General Terms and Conditions for Trade were 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.

The terms and conditions of Victorinox Swiss Army Watch SA Biel apply for the delivery of watches.

2. Offer

Our offers are subject to confirmation and only become binding when order confirmation has been made in writing. We reserve the right to withdraw from an order when it can be assumed that delivering to the ordering customer means a financial risk for us.

Our offers are for quantity orders and are oriented exclusively to the promotional products trade. Retail sales to individuals are not made.

We reserve the right to make necessary technical or production-related improvements and changes in form and color.

The evaluation 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 in Swiss Francs (CHF) ex works (EXW) without statutory VAT. We reserve the right to change our prices.

4. Order Procedure

The ordering party 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 make a sample available. You have the option of paying the invoice according to the agreed payment terms or returning the sample and having the invoice cancelled.

Pattern samples with inscriptions or lettering are only delivered at an extra charge for the resulting costs and cannot be taken back.

Over and under runs

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

Contract termination and amendments; right to return

When a contract is terminated, 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 has been given, it is not possible to terminate the contract anymore. Any additional costs incurred for changes after a release has been given (model, color, printing process changes, etc.) will be charged.

Returned warehouse stock will only be accepted if agreed to. In general, a 10% restocking charge will be charged.

Any possible product cancellations or returns must be directed to:
Victorinox AG, Schmiedgasse 57, CH-6438 Ibach-Schwyz, Switzerland.

Use of 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 guarantees its pocket knives and tools against material and manufacturing defects for an unlimited time. For electronic products (such as Victorinox Flash), the guarantee is 2 years. The limited guarantee for watches is 3 years.

6. Delivery Time

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 ex works Ibach/Schwyz.

7. Payment Terms

Invoices are payable net 60 days or in advance, depending on established customer relationship. If we are made aware of circumstances, which seriously place in question the creditworthiness of the ordering party after the conclusion of a contract, we may require a prepayment or guarantees within a reasonable period and deny delivery until the fulfillment of this requirement. We reserve the right to charge interest at prevailing bank rates or levy reminder fees when these payment due dates are not met.

8. Intellectual Property

With the delivery of the products, the customer has not acquired 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. Retention of Ownership

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

10. Compensation for Damages

Compensation claims for damages resulting from errors in visual presentations, prices and written material or because of delayed or unfulfilled deliveries remain strictly excluded.

11. Place of Fulfillment and Jurisdiction

The place of fulfillment is CH-6430 Schwyz and the courts holding jurisdiction in the same shall resolve all disputes between Victorinox and other parties.

12. Contact

Please use the following to contact us:

E-mail: B2B.ch@victorinox.com

Tel. +41 (0)41 81 81 211

Fax +41 (0)41 81 81 511