

General Terms and Conditions of the Swiss Committee for UNICEF concerning purchases and services via the Internet website www.unicef.ch

§1 Scope of application

(1) The following General Terms and Conditions apply to all business relationships between the the

Swiss Committee for UNICEF

Pfingstweidstrasse 10

CH-8005 Zurich

Tel.: +41 44 317 22 66

Fax: +41 44 317 22 77

(hereinafter «UNICEF») and its customers (hereinafter «customer») in the version applicable at the time of concluding the contract.

(2) The General Terms and Conditions of UNICEF apply exclusively. The customer has explicitly recognised the General Terms and Conditions as part of the order. Conflicting or differing conditions proposed by the customer are not accepted unless UNICEF has in the individual case expressly agreed to such terms in writing.

§2 Conclusion of contract

(1) The contract is deemed concluded if and when UNICEF confirms the acceptance of the customer's order.

The acceptance of the order contains the essential content of the customer's order.

(2) In individual cases, UNICEF is entitled to conclude the contract with prepayment (purchase price including delivery costs) in cash or by invoice as condition precedent.

§3 Delivery and delivery costs

(1) UNICEF will send the ordered goods as soon as possible to the address which the customer has specified in the order.

(2) Once the order is received UNICEF will process the order as quickly as possible. The dispatch of the goods will take place once the order is received and accepted.

The delivery periods and costs are as follows:

- Standard delivery within 7 days: CHF 7.40 for deliveries within Switzerland
- Express delivery within 2 days: CHF 27.40 for deliveries within Switzerland

(3) Delivery costs are charged to the customer.

§4 Retention of ownership

UNICEF retains the ownership of the purchased goods until all payments under the contract are received. In case of delay in payment, UNICEF is entitled to withdraw from the contract and claim back the goods.

§5 Terms of payment, reminder fees

(1) Invoice, payable within 30 days

(2) Credit cards: MasterCard, VISA, Diners, PayPal

(3) Contractual currency and invoicing currency is CHF

(4) Prepayment in cash or with invoice in individual cases (see §3, 2)

(5) When payment is delayed, UNICEF will charge a fixed reminder fee of 20.– CHF starting with the second reminder. Additional enforcement claims, in particular attorney or debt collection agency fees, are expressly reserved.

§6 Withdrawal

(1) The customer is entitled to withdraw his/her declaration of intent concerning the conclusion of the contract without stating any reason. Such withdrawal can be made within 14 days of receiving the goods. Withdrawal is possible in writing (e.g. letter, e-mail) or by returning the goods to UNICEF. The period for withdrawal begins at the earliest with the receipt of the goods. For compliance with the withdrawal deadline it is sufficient to communicate the withdrawal in due time or to return the goods. Withdrawals in writing and return shipments should be sent to:

Swiss Committee for UNICEF

Customer Service

Pfingstweidstrasse 10

CH-8005 Zurich

Tel.: +41 44 317 22 66

Fax: +41 44 317 22 77

or via email to info@unicef.ch. Burden of proof for the dispatch of the goods in question lies with the customer.

(2) In the event of an effective withdrawal, the customer is obliged to return the goods he/she has received. If the customer cannot return the received goods, or can only do so in part, or can only return them in a worse condition than when they were received, he / she must compensate UNICEF for the corresponding reduction in the value of the goods if his/her order has been withdrawn. If the customer has already paid the purchase price, then UNICEF is entitled to deduct an amount equal to the reduction in value from the amount to be refunded. In individual cases the amount of the reduction in value can equal the paid purchase price.

(3) The costs of returning the goods are to be paid by the customer unless the delivered good or services are not those that were ordered.

§7 Customs duties, value added tax

(1) The import of goods into countries outside Switzerland may give rise to import duties which the customer has to pay for. These charges vary in the different customs territories. The customer is responsible for the proper payment of customs duties and charges. Import duties are not shipping costs.

(2) UNICEF is not subject to value added tax. Therefore no VAT is shown on the invoice. Purchases of UNICEF Christmas cards via the GAD Foundation are subject to 8 per cent VAT.

§8 Address

(1) Business address:

Swiss Committee for UNICEF

Pfingstweidstrasse 10

CH-8005 Zurich

Tel.: +41 44 317 22 66

Fax: +41 44 317 22 77

(2) Postal address / billing address:
Swiss Committee for UNICEF
Pfingstweidstrasse 10
P.O.Box
8031 Zurich

§9 Data protection

(1) The required business transaction data are stored under strict observation of the current regulations. All personal data is treated confidentially. Addresses in the UNICEF database are neither let, sold nor exchanged.

(2) The customer has the right at any time to request details of the information held about him/her and to require that such information be corrected, blocked or, if applicable, deleted. Please contact UNICEF at info@unicef.ch or send your request via mail or fax.

§10 Liability

(1) UNICEF will correct any defects or dispatch a replacement if the delivered goods are defective at the time of transfer of risks. If the dispatch of a replacement is not possible, the customer can request a reduction of the purchase price or choose to cancel the purchase order.

(2) Our liability for own fault is limited to intent or gross negligence only. It shall in any case be limited to the purchase price. This does not apply to the lack of assured properties.

§11 Applicable law and jurisdiction

(1) These General Terms and Conditions are solely governed by the provisions of Swiss law.

(2) The competent courts for all claims arising from a customer's order are the courts in Zurich.

(3) The ineffectiveness of individual provisions does not affect the remaining effectiveness of the contract and of these General Terms and Conditions.

2/2 05.05.2015