



Switzerland Liechtenstein

# General Terms and Conditions for Purchases Made on [www.unicef.ch](http://www.unicef.ch) Website

Committee for UNICEF Switzerland and Liechtenstein  
Version of April 1, 2024

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## **1 Scope**

- 1 These General Terms and Conditions apply between the

Committee for UNICEF Switzerland and Liechtenstein  
Pfingstweidstrasse 10  
CH-8005 Zurich  
Tel.: +41 (0)44 317 22 66  
Fax: +41 (0)44 317 22 77

(hereinafter the "Committee") and its customers (hereinafter "the Customer") in the version that is valid on the contract conclusion date for all orders that are submitted.

- 2 The Committee's General Terms and Conditions apply exclusively. By placing their order, the Customer explicitly acknowledges the General Terms and Conditions. Contrary conditions or conditions of the Customer that deviate from the Committee's General Terms and Conditions are not recognized, unless accepted by the Committee in writing in a specific case.
- 3 The Committee reserves the right to amend these GTC at any time. The GTC apply in the version that is valid on the order date.

## **2 Conclusion of contract**

- 1 The display of products in the online shop does not constitute a legally binding offer, but serves as an invitation to submit an order. A binding order is only placed when the Customer enters all the data required for the performance of the contract and clicks to confirm their acknowledgment of these GTC (order). By sending the binding order, the Customer invites UNICEF to enter into a contract for the products listed on the order page. The Committee confirms receipt (order confirmation) immediately when it receives the order.  
The contract is established upon acceptance of the Customer's order by the Committee by way of an order confirmation. This order confirmation contains the important facts regarding the Customer's order.
- 2 The Committee is also authorized in specific cases to enter into the contract subject to the condition precedent that advance payment is made (of the purchase price, plus delivery costs), in cash or against an invoice.

## **3 Delivery, postage**

- 1 The Committee delivers the ordered goods to the address provided by the Customer in the order as soon as possible, provided that this address is located in Switzerland or the Principality of Liechtenstein. No deliveries are made to other addresses and such orders are not accepted. The order is delivered by post after the order confirmation has been sent. The delivery conditions of the Post Office apply.
- 2 Delivery is subject to the condition of the timely and proper delivery of the goods to the Committee by the suppliers. The Committee does not accept any liability for delays in delivery caused by manufacturers or third parties. The Customer is informed about delivery delays immediately.

3 The Customer bears the postage costs.

#### **4 Payment conditions, reminder fees**

4 Against invoice, payable within 30 days.

5 Credit cards: Mastercard, VISA, Diners, PayPal.

6 The currency of the contract and invoice is Swiss francs (CHF).

7 Advance payment in cash or against invoice in specific cases (see §2 para. 2).

8 No additional costs are incurred on payments against invoice and advance payments. For other payment methods, the costs triggered by the method of payment can be passed on to the Customer.

9 If payment is late, the Committee may withdraw from the contract and request the return of the purchased goods.  
For reminder fees incurred on late payments, the Committee can charge a flat-rate reminder fee of CHF 20 per reminder, from the second reminder. Further claims, in particular relating to the collection of the claim by a debt collection agency or a lawyer, are reserved.

10 It is not permitted to deduct credit balances from unacknowledged claims of the Customer or claims that have not been confirmed to have legal effect. The Customer can only assert a right of retention for claims under the same contractual relationship.

#### **5 Revocation and return**

11 The Customer is authorized to revoke the declaration of intent regarding the conclusion of the contract without providing any grounds within 14 days from receipt of the goods in text form (e.g., letter, email) or by way of returning the goods to the Committee. The deadline starts running at the earliest upon receipt of the goods. To meet the cancellation deadline, the notice of cancellation must be sent or the goods delivered before the deadline expires. Written revocation or returns must be addressed to:

Committee for UNICEF Switzerland and Liechtenstein  
Pfungstweidstrasse 10  
CH-8005 Zurich  
or by email to [info@unicef.ch](mailto:info@unicef.ch).

The Customer has to prove that the goods were dispatched.

- 12 Upon effective revocation, the Customer is obliged to return the goods received. If the Customer cannot return all or part of the goods or can only return them in a worse condition, the Customer revoking the order must compensate the Committee for the reduction in the value of the goods. If the Customer has already paid the purchase price, the Committee is entitled to deduct the reduction in value from the amount repaid to the Customer. In some cases, the reduction in value can equal the purchase price that was paid.
- 13 The Customer bears the cost of returning the goods, unless the delivered goods or service do not correspond to the order.
- 14 In return, the Committee repays the purchase price already paid to the Customer upon effective revocation. The Committee exercises its right of retention until all the goods have been returned.
- 15 The right of revocation does not apply to (i) sealed goods which for the purposes of health protection or hygiene are not suited for return if their seals were removed after delivery, and (ii) goods that are not prefabricated and were individually produced in accordance with the Customer's choice and personal requirements.

## **6 Customs duties, value added tax**

- 16 If goods are delivered by special agreement to countries other than Switzerland or the Principality of Liechtenstein, import duties may be levied, which must be borne by the Customer. These differ for the various customs areas. The Customer is responsible for the due payment of the relevant customs duties and fees. Import duties do not count as postage.
- 17 The Committee charges any value added tax that may be due.

## **7 Address**

- 1 Business address:  
Committee for UNICEF Switzerland and Liechtenstein  
Pfungstweidstrasse 10  
CH-8005 Zurich  
Tel.: +41 (0)44 317 22 66  
Fax: +41 (0)44 317 22 77
- 2 Postal/invoice address:  
Committee for UNICEF Switzerland and Liechtenstein  
Pfungstweidstrasse 10  
P.O. Box  
8031 Zurich

## **8 Data privacy**

- 1 The data required for the processing of the transaction are stored in compliance with the applicable provisions. Further information on how we handle your data can be found in our [Data privacy policy](#).
- 2 When we provide advance benefits, e.g., for a purchase against invoice, we may request a credit report drawn up in accordance with mathematical and statistical procedures from a credit agency in order to protect our legitimate interests. To this end we provide the credit agency with the personal data required for a credit report and use the information received about the statistical probability of payment default to make a considered decision about the establishment, execution or termination of the contractual relationship. The credit report may contain probability values (scores) that were calculated on the basis of scientifically recognized mathematical and statistical procedures which make use of address data, among others.
- 3 The Customer has the right at all times to receive information free of charge about their stored data as well as to the rectification, blocking and erasure of their stored data. Please send an email to [info@unicef.ch](mailto:info@unicef.ch) or submit your request to us by post or fax.

## **9 Warranty and liability**

- 1 The Customer is obliged to check the delivered goods as soon as practicable in the normal course of business and notify any defects without delay. If the Customer does not do so, the goods are considered to have been approved.
- 2 If the delivered goods are defective on the date of the transfer of risk, the Committee must ensure the removal of the defect or make a replacement delivery. If subsequent performance fails, the Customer is entitled to withdraw from the contract. There is no right to a reduction in price. The right of withdrawal does not apply for non-material defects.
- 3 Our liability for own fault is limited to intentional and gross negligence. Any liability for auxiliaries and substitutes is excluded. Liability is at all times limited to the purchase price. This also applies to a lack of guaranteed properties.

## **10 Applicable law, place of jurisdiction and miscellaneous**

- 1 Swiss law applies exclusively, without regard to any provisions on the conflict of laws and the UN sales convention.
- 2 Zurich is the exclusive place of jurisdiction for all claims relating to your order. The imperative legal provisions on the place of jurisdiction are reserved.
- 3 The ineffectiveness of individual provisions do not affect the validity of the contract and these GTC as a whole.

- 4 The Committee reserves the right to assign or pledge to third parties its claims for payment of purchases against the Customer relating to deliveries made, including installment payments, interest on arrears and reminder fees.

4/1/2024

