

TERMS OF SALE

PLEASE READ THE FOLLOWING TERMS OF SALE BEFORE PLACING AN ORDER ON THIS SITE

1. What is this document? Why does it matter?

These terms and conditions of sale ("**Terms of Sale**") regulate your purchase of the products we promote and sell on this Site ("**Products**") and the shipping of such Products in the countries we deliver in. "**Site**" means the website located at <https://www.kipling.com>. When you make a purchase on this Site, we ask you to confirm your acceptance of these Terms of Sale and, if you do, a contract is formed between you and us, subject to these Terms of Sale. So it is important that you read these Terms of Sale carefully before placing an order for Products on this Site ("**Order**").

If you need further information please check our [FAQ](#) page or contact our Customer Service as indicated in our [Contact Us](#) page.

2. Who are we?

In these Terms of Sale "**VF**", "**we**", "**KIPLING®**" and "**us**" means the trader of the Products, that is the company VF INTERNATIONAL S.A.G.L. - KIPLING® division, whose registered office is at Via Laveggio, 5, 6855 – Stabio, Switzerland, Company Registration number Stabio - CH-514.4.028.163-8, VAT Number CHE-111.650.898. We can be contacted as indicated in our [Contact Us](#) page, managed by our Customer Service. Our Customer Service is operated by our affiliate company VF NORTHERN EUROPE LTD whose registered office is at 15, Atholl Crescent, Edinburgh, EH3 8HA, United Kingdom. "**You**" means you the customer.

3. Are descriptions of Products and prices flawless?

We do our best to ensure that the information about Products is accurate and up-to-date. However we do not guarantee that there will be no errors in the description and/or pricing of the Products, or that Products will always be available if you wish to place an Order to purchase them.

Also, the colours you see on your screen may depend on your computer system and settings, so we cannot guarantee that your computer will accurately display such colours.

We reserve the right to modify the information about Products displayed on our Site, including as regards prices, description and availability. However, such changes will not affect Orders for which you have already received an Order Receipt email (see below).

4. How do I make a purchase on this Site?

We describe here all the steps necessary to make a purchase (in legal terms, to conclude a purchase contract) on our Site. The process below will be available in the following languages, also depending on the country website you may have accessed: English, French, German, Italian, Spanish, Dutch.

The concluded contract will be provided to you at the end of the process and will also be accessible - but not modifiable - in the future by us.

1st step: you place an Order

To complete a purchase, you first have to place an Order for Products. Then, this Order has to be accepted by us.

To place an Order you must be 18 years of age or over. To place an Order you will have to select the Products on the Site, select your preferred shipping method and, if you like, other optional services, and finally click on the "BUY NOW " button. We will not accept Orders placed in any way other than as detailed above.

2nd step: we confirm receipt of the Order

When you place the Order through the Site you will receive an automated email confirming receipt of your Order ("Order Receipt email"). The Order Receipt email contains full details of your Order (such as Order No., information on Products, prices, your shipping address, delivery costs and other). Please note the Order Receipt email is NOT already an acceptance of your Order.

3rd step: we confirm that Products have been shipped - contract concluded!

When your Order is accepted by us, we send you an email confirming that all, or part, of the Products have been shipped ("Shipping Confirmation email").

Once you receive the Shipping Confirmation email, your Order has been finally accepted by us and the purchase contract between you and us is concluded in relation to the Products actually shipped. Such a contract is composed by: your Order; our Order Receipt and Shipping Confirmation emails; the then current Terms of Sale. No other terms and conditions shall apply.

The Shipping Confirmation email will contain an unmodifiable copy of the version of the Terms of Sale applicable at the time the purchase contract is concluded, for your future reference.

When Orders are not accepted

While we do our best to always accept Orders, we could however refuse an Order in certain cases, for example if:

- 1.** you provide us with incomplete, incorrect or fraudulent information regarding your identity, age, payment details, billing information, shipping address;
- 2.** we discover that there was an error on our Site relating to the Products you ordered, for example as regards the price or description displayed;

3. the Products you ordered are unfortunately out of stock or no longer available;

4. We have reasonable grounds to believe that you intend to resell the Products.

If we cannot accept your Order we will contact you by email as soon as possible but in any case no later than 30 days from the date of your Order. If we cannot accept your Order because the Products are no longer available, or because of an error in the price and/or other information on our Site, we will refund you any money you may have already been charged for such Products.

5. How can I pay for the Products?

We accept several methods of payment for purchases on this Site. Please find exhaustive details in our [Payment Terms](#).

6. When will be the Products delivered? Can I track my shipment?

We offer a range of delivery options, among which you can choose the one that best suits your personal needs. Specific terms and conditions, and different delivery charges, may apply to the various delivery options. Please find exhaustive details in our [Delivery Terms](#).

You can track shipment of your Products by clicking on the "Track My Order" link in the Shipping Confirmation email. Please note such link will direct you to the courier's website, which is not controlled by us.

7. I want to return a Product purchased here. What do I have to do?

We hope you are delighted with your purchase from KIPLING® however we understand if you wish to return any or all of the Products. You can return Products if you are not satisfied or you just change your mind within 30 days of receipt (right of withdrawal).

Also, you can return faulty products within 2 years (legal guarantee for consumer goods).

In both cases, you can receive a refund. Please find full details, conditions and instructions on how to make a return on our [Return Terms](#).

8. Who can I call if I have problems with a purchase or a Product or if I want to make a complaint? Does KIPLING® offer after-sale customer support?

If you experienced problems or want to make a complaint regarding a Product or a purchase made on this Site, or if you simply need after-sale assistance, you can contact us as indicated in our [Contact Us](#) page, managed by our Customer Service. Our Customer Service is operated by our affiliate company VF NORTHERN EUROPE LTD.

9. What is KIPLING®'s liability if something goes wrong with a purchase or a Product?

Our liability for damages caused by slight negligence shall, irrespective of its legal ground, be limited as follows: (i) we shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations; (ii) we shall not be liable due to the slightly negligent breach of any other duty of care applicable.

The above limitations of liability shall not apply to any mandatory statutory liability and liability for culpably caused personal injuries. In addition, such limitations of liability shall not apply if and to the extent VF has assumed a specific guarantee. The above provisions shall apply accordingly to our liability for futile expenses.

In any event, you shall take adequate measures to avert and reduce damages.

Please also note that we cannot be held responsible for delays or failure to perform our obligations under these Terms of Sale if such delay or failure is caused by any circumstances beyond our reasonable control, including, for example, natural disasters, war or civil disturbances, strikes, government intervention, failures of our supplier(s), failure by you to give us a correct information or to effect due payments. We will inform you of any such unforeseen events as soon as possible after they occur and we will do our best to reduce their impact on our performance as reasonably possible. Should this interruption continue beyond a period of 2 weeks, you will be entitled to cancel the Order and get a refund.

Nothing in these Terms of Sale shall affect your statutory rights as a consumer, such as your right of withdrawal or your right to a free guarantee for faulty goods as mentioned in Clause 7 above, and nothing in these Terms of Sale shall exclude or limit any liability of KIPLING® that cannot be excluded or limited pursuant to the applicable law.

10. Are my personal data collected and processed on this Site? Why? How?

By placing your Order, you agree that we may store, process and use your personal data for the purposes of processing your Order. We will process your information in accordance with our [Privacy Policy](#).

11. Use of the Site

The use of this Site is subject also to our Website Terms of Use.

12. What is the applicable law? And the competent Court in case of disputes? Does KIPLING® stick to any code of conduct?

These Terms of Sale are governed in all respects by the laws of Switzerland, without regard to its conflicts of laws rules. The Commercial Courts of Zurich

shall have exclusive jurisdiction in connection with any disputes arising out of a purchase made on this Site or any Product, save for any right under mandatory provision of applicable law to establish legal proceedings in the habitual place of residence or domicile of the consumers.

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