

General Terms and Conditions of Sale

1. General

1.1. These GTC are a binding component of all purchase contracts between workfashion.com ag and the customer. workfashion.com ag is authorised to amend or supplement the GTC at any time. Individual agreements between workfashion.com ag and the customer shall take precedence over these GTC, insofar as they deviate from them.

1.2. The GTC of workfashion.com ag shall apply exclusively. The customer's general terms and conditions of business or purchase shall not become part of the contract, even if known, unless workfashion.com ag expressly agrees to their validity in writing.

2. Offer and contract conclusion

2.1. Offers made by workfashion.com ag as the seller are subject to change (application without obligation). Orders placed by the customer require a declaration of acceptance by workfashion.com ag. The contract shall be concluded by written declaration of acceptance by workfashion.com ag or implicitly by handing over the object of purchase to the customer. The written form shall also be deemed to have been met by remote data transmission by e-mail. If the confirmation from workfashion.com ag deviates from the order, it shall be deemed approved if the customer does not object to this deviation in writing within 3 days of receipt of the confirmation.

2.2. The content of workfashion.com ag advertising brochures and catalogues shall not be binding unless otherwise agreed.

3. Prices

3.1. The price is based on the price list valid at the time the contract is concluded. Prices are quoted in Swiss francs net ex warehouse workfashion.com ag, excluding VAT, storage costs, WF-Net fees and transport costs.

3.2. If the parties agree on prices in a different currency, workfashion.com ag shall be entitled to adjust the prices based on the current exchange rates until the invoice is issued.

4. Terms of payment

4.1. Payments by the customer shall be made without deductions within 30 days of the invoice date. However, it may also demand a down payment of 30% upon declaration of acceptance, a further 30% before dispatch of the goods and the remainder within 30 days of the invoice date.

4.2. If workfashion.com ag has doubts about the customer's ability to pay, workfashion.com ag shall be entitled to make delivery dependent on receipt of full payment.

4.3. Offsetting against counterclaims or a partial retention due to a notice of defects is not permitted.

4.4. Non-compliance with the terms of payment shall release workfashion.com ag from its obligation to deliver, but shall not release the customer from the obligation to accept delivery.

4.5 If payment is not made by the due date, the customer shall be in default.

In this case, workfashion.com ag reserves the right to charge the customer reminder fees in addition to the invoice amount. No fees will be charged for the first (account statement) and second reminder; a fee of CHF 20.00 excluding VAT will be charged for the third reminder.

If we are forced to take legal action, the customer is obligated to pay all costs resulting from the late payment (e.g., reminder fees) in addition to the invoice amount.

5. Delivery conditions

5.1. If the order value is CHF 1,000 or more, no shipping costs will be charged for delivery in Switzerland. In all other cases, the actual costs will be charged. An additional handling fee of CHF 20 will be charged for orders under CHF 100.

5.2. When the goods are dispatched, the benefits and risks are transferred to the customer.

5.3. The delivery deadline shall be deemed to have been met if the delivery has been made or the customer has been notified that the goods are ready for dispatch by the end of the deadline.

5.4. The delivery period shall be extended accordingly:

- if workfashion.com ag does not receive information that it needs to fulfil the contract in a timely manner or if the customer subsequently requests changes/additions and thus causes a delay in delivery;

- if obstacles arise that workfashion.com ag cannot avert despite exercising due diligence, regardless of whether these arise at workfashion.com ag, at the customer or at third parties (including auxiliary persons of workfashion.com ag).

5.5. In the event of a delay in delivery for which workfashion.com ag is responsible, the customer shall not be entitled to claim damages unless the delay is due to gross negligence or intent on the part of workfashion.com ag. workfashion.com ag is expressly authorised to make partial deliveries and issue partial invoices at any time.

5.6. Workfashion.com ag reserves the right to make production-related excess or short deliveries of +/- 5%. Unless otherwise agreed, these must be accepted by the customer upon delivery.

6 Returns/Sampling

6.1 Return period: 30 days from the date of the delivery note. Returns are no longer possible after this period.

6.2 Conditions for returns:

- Returns will only be accepted if the items are in their original packaging and have the appropriate labels attached.
- In order for workfashion.com ag to process the return properly, it is mandatory that the delivery note or the return receipt from the clothing platform is enclosed with the return

6.3 Items that are excluded from return:

- Worn and washed items
- Customized items, e.g., with embroidery, printing, length adjustments, and custom-made items made to measure specifically to the customer's specifications
- Items ordered from third-party suppliers/retail partners

6.4 We reserve the right to return items that do not comply with the above-mentioned specifications at the customer's expense or to charge the resulting, previously defined expenses and processing costs.

6.5. Goods delivered for sampling shall be invoiced upon delivery. A credit note will be issued for samples returned intact.

7. Defects

7.1. The customer shall inspect the deliveries and report any defects in writing to workfashion.com ag within 10 days of receipt at the latest. If no report is made within 10 days of receipt, the deliveries and services of workfashion.com ag shall be deemed approved - subject to any hidden defects. The warranty period shall be 12 months from delivery from Hagendorn/ZG.

7.2. Technically unavoidable, customary deviations, e.g. in colour, cannot be objected to. We reserve the right to make product adjustments to optimise the product range.

7.3. Tolerance deviations in length and width of the garments that are customary in the industry cannot be objected to.

8. Warranty

8.1. workfashion.com ag may repair or replace defective goods at its own discretion. The customer shall not be entitled to any claims other than free repair or equivalent replacement delivery for defective goods.

8.2. workfashion.com ag shall not be liable for damage caused by transport.

9. Liability

Claims other than those mentioned in section 7.1. above - regardless of the legal grounds on which they are based - in particular claims by the customer for compensation for damages not incurred to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit and other direct, indirect or consequential damages, are excluded to the extent permitted by law. workfashion.com ag excludes any liability for the actions of its auxiliary persons.

10. Warehousing

If workfashion.com ag has stocked customised fabrics, ingredients or finished parts at the customer's request, the customer undertakes to accept these goods at the agreed prices in the event of termination of the contract. In the absence of a corresponding price agreement, the customer shall pay workfashion.com ag all external and internal effective acquisition, storage and handling costs associated with these goods.

11. Industrial property rights

All pre-existing industrial property rights (e.g. copyrights, designs, trademarks, patents) and pre-existing know-how as well as all industrial property rights and know-how that workfashion.com ag makes or creates as part of the fulfilment of the contract shall remain fully and free of charge with workfashion.com ag or the authorised third parties.

12. Confidentiality and data protection

12.1. The parties shall treat as confidential all information and data arising from the contractual relationship that is neither in the public domain nor generally accessible, even if it is not labelled as confidential. In case of doubt, all information shall be treated as confidential. Statutory duties of disclosure remain reserved.

12.2. The duty of confidentiality shall exist prior to the conclusion of the contract and shall continue to apply after termination of the contractual relationship.

12.3. Any collection, processing and utilisation of data serves exclusively to provide our services. Our further data protection declaration can be found on our website.

13. Applicable law / place of jurisdiction

13.1. The contract shall be governed exclusively by Swiss law, including the United Nations Convention on Contracts for the International Sale of Goods of 11th of April 1980 (Vienna Sales Convention).

13.2. The place of jurisdiction for all disputes arising between the parties shall be the ordinary court having jurisdiction at the registered office of workfashion.com ag at the time the action is filed.

Hagendorn, 1st of June 2025