

## **TERMS OF SALES**

### **1. INTRODUCTION**

1.1 The following Sale Conditions will be applied to all goods supplied at any title by TACTICAL ADVANTAGE.CH.

1.2 Particular conditions and dispensations or modifications to these general conditions will be valid only if they will be previously and specifically agreed in writing between TACTICAL ADVANTAGE.CH and the purchaser (from now on simply mentioned as CUSTOMER).

### **2. ORDERS**

2.1 All orders underlie the Terms of Sale on [www.tacticaladvantage.ch](http://www.tacticaladvantage.ch).

2.2 The contract for each supply is meant to be completed once the settlement of payment for the total amount of the order is made and the items have been delivered. TACTICAL ADVANTAGE.CH has the unchallengeable power to not accept orders received.

### **3. ORDERS' SUBJECT**

3.1 CUSTOMERS have to clearly indicate the items they wish to order: for this purpose the item code number and the item description listed on the TACTICAL ADVANTAGE.CH online TAC GEAR SITE list can be used.

### **4. PRICES**

4.1 All prices mentioned are in Euro, VAT included and transport cost and custom taxes excluded.

4.2 All prices are subject to changes and can be modified without notice and are valid as from their date of publication on [www.tacticaladvantage.ch](http://www.tacticaladvantage.ch).

### **5. DELIVERY**

5.1 All transport and other costs (i.e. customs taxes) are charged to the CUSTOMER who takes over the entire risk of transport.

5.2 Except for a different agreement between the parties specified in the order, TACTICAL ADVANTAGE.CH chooses freely the carrier.

5.3 All costs and risks of transport, including the storage by the carrier, will be entirely charged to the CUSTOMER in each of the following cases:

- CUSTOMER refuses or misses the delivery;
- CUSTOMER is untraceable during working days and office hours;
- Delivery omitted by the carrier as CUSTOMER refused to pay a "cash on delivery" order.

5.4 In any case, unless differently specified in the order, TACTICAL ADVANTAGE.CH reserves to itself the privilege to proceed even in partial deliveries.

5.5 The delivery will happen as soon as the payment arrived – as long as the items are on stock.

5.6 Delivery delays less than 30 (thirty) days will not allow the CUSTOMER to refuse the delivery of goods. At no time, TACTICAL ADVANTAGE.CH accepts any request for compensation or any indemnification.

5.7 Particular conditions and terms of delivery will have to be previously agreed between CUSTOMER and TACTICAL ADVANTAGE.CH and to be accepted in writing by TACTICAL ADVANTAGE.CH as well.

## **6. CLAIMS AND RETURNS**

6.1 When CUSTOMER receives the goods ordered, they must check immediately their condition and conformity.

6.2 All claims concerning the conformity of goods ordered, in connection with their quantity and/or their outer appearance, have to be placed in writing when CUSTOMER receives the goods and TACTICAL ADVANTAGE.CH has to be informed within 7 (seven ) days from goods receipt.

6.3 In any case the return of goods from the CUSTOMER needs the written confirmation of TACTICAL ADVANTAGE.CH. The amount paid for the item will be re-credit or goods will be replaced with others at CUSTOMER's choice once the damaged merchandise returned to TACTICAL ADVANTAGE.CH.

6.4 If CUSTOMER want to return undamaged merchandise, he/she needs the confirmation from TACTICAL ADVANTAGE.CH to return it. It has to be sent back in its original packaging and at CUSTOMER's own costs. Goods will be checked and if undamaged, the amount paid for the item will be re-credit or goods will be replaced with others at CUSTOMER's choice once the original merchandise returned to TACTICAL ADVANTAGE.CH.

6.5 In case of re-credit of the amount TACTICAL ADVANTAGE.CH will do so, within 30 days from the receipt of the returned merchandise. The refund will happen to the CUSTOMER through Bank Transfer. The total amount of goods, as mentioned on the receipt, deducted - if necessary – by the amount spent for transport. Besides CUSTOMER will take care to provide as soon as possible the IBAN code for being re-credit.

6.6 Replacement of defective goods will be possible if they will be sent back within 7 (seven) days from the date of the acceptance by TACTICAL ADVANTAGE.CH to take it back.

6.7 Replacement of goods shipped by mistake will be possible if they will be sent back within 10 (ten) days from the date of delivery. Goods have to be complete and the package undamaged and sealed.

6.8 Goods sent back with cash on delivery will be rejected.

## **7. WARRANTY**

7.1 TACTICAL ADVANTAGE.CH guarantees the same warranty as given by the manufacturer

7.2 Warranties, as referred in section 7.1, cannot be considered operating if CUSTOMER will not have filed a written claim following terms and modalities as in section 5 and 6.

7.3 In order that warranty right will not decay, CUSTOMER must send TACTICAL ADVANTAGE.CH goods properly packed, possibly in their original packaging; they have to be complete in each part and in each accessory and not to present any attempt at tampering or damage not due to any manufacturing fault.

## **8. PAYMENT CONDITIONS**

8.1 All payments, except for different agreements and approvals in writing by TACTICAL ADVANTAGE.CH are intended in advance through Bank Transfer. In any case, TACTICAL ADVANTAGE.CH reserves to itself the right to revoke at any time payment conditions previously agreed with CUSTOMER.

## **9. PATENTS, TRADEMARKS, PARTICULARITIES**

9.1 CUSTOMER without the previous authorization in writing by TACTICAL ADVANTAGE.CH can not use, cancel and/or remove any information regarding patents, trademarks, commercial appellations and marks guaranteeing the origin of a product put by TACTICAL ADVANTAGE.CH on its final products.

9.2 Trademarks on the website [www.tacticaladvantage.ch](http://www.tacticaladvantage.ch) are owned completely by the manufacturing companies or by TACTICAL ADVANTAGE.CH which do not allow - without written permit - even a partial reproduction of them.

9.3 The TACTICAL ADVANTAGE.CH web site may include links to other internet sites. We do not endorse any such web sites and we are not responsible for the information, material, products or services contained on or accessible through those web sites. Your access and use of such web sites remains solely at your own risk.

9.4 Pictures of products are approximate and not binding.

## **10. VALIDITY**

10.1 Conditions included into this document could probably be modified without advance notice and will have validity starting from the date of publication on [www.tacticaladvantage.ch](http://www.tacticaladvantage.ch).

## **11. PERSONAL DATA**

11.1 According to Swiss law to protect treatment of personal information, personal data collected will be only and exclusively managed for administrative and commercial of TACTICAL ADVANTAGE.CH.

## **12. PLACE OF JURISDICTION**

12.1 CUSTOMER's order through [www.tacticaladvantage.ch](http://www.tacticaladvantage.ch) and the operation of these Terms of Sale shall be governed by and construed in accordance with the laws of Switzerland and you agree to submit exclusively to the jurisdiction of the court of Zurich, Switzerland.