



## CONSUMER TERMS AND CONDITIONS OF PURCHASE – THULE STORE

### 1. PURCHASE AND DELIVERY TERMS

1.1 These purchase and delivery terms (the "**Terms**") apply when you (the "**Customer**") order products at <https://www.thule.com/it-ch/> (the "**Website**"). By placing an order for products on the Website you make a binding offer to Thule Sweden AB (please refer to article 16 for business information and contact details) ("**Thule**") to purchase the products included in your order. A legally binding agreement governed by these Terms is concluded between you and Thule when Thule accepts your order by sending you an order confirmation.

1.2 You should read the Terms carefully before submitting your order on the Website. Thule reserves the right to change the Terms without prior notice to the Customer by updating the Terms on the Website. Your purchase is governed by the Terms you agreed to on the Website at the time you placed your order.

1.3 The Website is only intended for sale to end consumers and orders to addresses in Switzerland.<sup>1</sup>

1.4 . When you enter into an agreement with Thule, you can choose to enter into the agreement in the following languages: German, French, Italian and English

### 2. PROCESSING OF PERSONAL DATA

Thule Sweden AB, Reg. No. 556076-3970, is the controller for your personal data and will process your personal data, such as your name and email address, in accordance with current legislation (General Data Protection Regulation 2016/679 – GDPR and national laws) in all contacts with us. More information on our processing of your personal data is described in our [Privacy Policy](#). If you have any further questions, please contact us on email [privacy@thule.com](mailto:privacy@thule.com).

### 3. ORDER AND CONCLUSION OF CONTRACT

3.1 After placing the products you wish to purchase in the shopping cart you will be able to move forward with your order. A summary of your order and the total amount to be paid, including shipping costs, will be shown at the end of the order process. An order is placed when you press "Pay now".

3.2 By placing an order you make a binding offer to Thule to purchase the products included in your order. When you have placed your order, Thule will confirm receipt of your order by sending you an order overview e-mail, detailing the contents of your order. The order overview is an acknowledgement that Thule has received your order. The order overview does not constitute Thule's acceptance of your order. A legally binding agreement is concluded between you and Thule when Thule accepts your order by sending you an order confirmation e-mail, confirming to you that Thule has dispatched the product(s).

3.3 Please note that it may sometimes take some time before you receive an order confirmation from us. Also check your spam to make sure that the order confirmation has not ended up there. Check that your order confirmation matches your order. If anything

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<sup>1</sup> If you want to order products for resale or otherwise on behalf of a company, we ask you to contact one of our authorized distributors.



is wrong or if you have any questions, please contact us directly by using our contact form [here](#).

#### **4. THULE'S RIGHT TO REJECT AN ORDER**

The fulfilment of all orders on the Website is subject to availability. To the extent this is permissible by law and depending on the reason hereof, we reserve the right to reject the whole or parts of an order by notifying you in the situations below, without being liable for any damages or costs, other than refund of the amount received from you for the cancelled order:

- the item is not available or not in stock;
- your order is flagged by our security systems as an unusual order or an order that may be related to fraud;
- your billing information is incorrect or not verifiable;
- you are under 18 years old;
- you order as a reseller;
- the price displayed on the Website is manifestly incorrect;
- we cannot deliver to the address you provided; or
- due to circumstances beyond our control (see section 15).

#### **5. PRICES AND PRODUCT INFORMATION**

5.1 All prices are stated in Swiss Franc (CHF) and include applicable value added tax. ARC - Mandatory devices are compensated. Delivery cost may apply depending on the selected delivery option. The total cost of the order including delivery cost is always displayed before the order is completed.

5.2 The product images on the Website are for illustrative purposes only and are not a binding promise or exact representation of the appearance and nature of the product displayed.

#### **6. PAYMENT OPTION**

See detailed information about our payment options for orders on the Website in connection with your order. Following the confirmation of your order and regardless of the method of payment, we will send you electronic records of your purchase to your e-mail address.

#### **7. TRANSFER OF OWNERSHIP**

We reserve the right of ownership of all products until we have received full payment for these.

#### **8. DELIVERY**

See detailed information about our delivery options when purchasing on the Website [here](#).

#### **9. CANCELLATION OF ORDER BEFORE DELIVERY**



You can cancel your order free of charge and without giving any reason, provided that the order has not been prepared for shipping at our warehouse. In such a case, no costs are added. If you cancel your order at a later point, it will fall under your statutory right of withdrawal (see article 10 for more details). You can find the status of your order on your personal account on the Website (insofar you were logged in when you placed your order) or by contacting us directly using our [contact form](#).

## **10. RIGHT TO WITHDRAW FROM YOUR PURCHASE**

10.1 According to the consumer protection legislation, you are entitled to withdraw from your purchase for no particular reason by informing Thule hereof within 14 calendar days from receiving your order. In such a case, return of the product shall take place within 14 calendar days from the date you informed Thule about your decision to exercise your right of withdrawal.

Please note that in case you have purchased several products that will be delivered separately or a product consisting of several items or deliveries, the 14 calendar days start to run as from the day you have received the last item or delivery.

10.2 You are entitled to open the package and examine the product to the extent required to assess whether you are satisfied with it. If the product has been handled to a greater extent than was necessary (to determine qualities and function) and is not in a substantially unchanged condition, Thule reserves the right to make deductions for depreciation from the amount to be repaid. All possible accessories must be included with the return.

If you regret your purchase, we will refund the amount you have paid, including the initial delivery cost but excluding return delivery cost within 14 calendar days from the date of receiving your notice of withdrawal, subject to the condition of either having received the returned products or having received a proof of return, whichever is earlier.

10.3 The right of withdrawal does not apply to specially ordered products that have been manufactured according to your instructions or otherwise have been given a personal touch.

10.4 In order to exercise your right of withdrawal you have to contact us. You are free to choose how you want to contact us (by post or [email](#) by using the contact details below). A simple way to return your products is to use the [return](#) order form on our Website. This allows us to trace your return. When you have filled in the online return order form, you will receive instructions describing the steps you need to take to complete your return on the return order form webpage. The instructions will also be sent to you by email. Alternatively, you can use the standard form for exercising your right of withdrawal which you can find [here](#).

10.5 Please note that you, as a customer must make a return at your own expense, [read more](#) and you are responsible for the risk of the return. Your refund will be paid via the same payment method you used to make the purchase. The initial delivery cost will not be refunded for returns.

10.6 The return is to be sent to:

Thule Sweden AB, Huta Szklana 91, PL 64-761 KRZYŻ WIELKOPOLSKI



## 11. STATUTORY RIGHT OF COMPLAINT

11.1 As a consumer, you always have a three (3) year right to make a complaint according to the consumer protection legislation, calculated from the day you received the product. Once you received your order, you should immediately check that the product(s) which you have received correspond to what you ordered and that the products are free of defects. In order to exercise your statutory right of complaint in the event of a defect in the product, incorrect delivery, delay in delivery or transport damage, you have to contact Thule within a reasonable time after you discovered the defect. A complaint made within two (2) months from the time you discovered the defect is always considered to have been made within a reasonable time.

11.2 Visit our [FAQ](#) to read more about how you complain about a product or contact us via our [contact form](#). You can also find our contact details under article 16. Be prepared to state your order number and the reason for the complaint.

11.3 Following your contact with us, we may request that you deliver your product(s) to an appointed repair center or, if there is no repair center nearby, to a Thule partner shop. You can also return the product to us by post. If we instruct you to deliver your product(s) to a repair center or Thule partner shop, you can choose to either visit the repair center or partner shop, or request that Thule arranges for transportation of the product(s) to the appointed repair center or partner shop.

11.4 When Thule has received the complained product and found that the complaint is approved, Thule will reimburse you in accordance with current consumer legislation. This means that you can choose to have the defect being remedied or a new item being sent. If this is not possible, a refund may instead be made. If, on the other hand, it is found that the complaint is not approved, we will contact you for further processing. If the product is sent to us by post, please note that you bear the cost of the return when an item is returned to us. However, if your complaint is approved, we will refund the return cost and pay for the re-delivery of the remedied item or the new product, depending on which remedy you have chosen. The assessment of a complaint can take up to 14 calendar days from when we have received the product.

## 12. THULE GUARANTEE AND THULE EXTENDED WARRANTY

12.1 In addition to what follows from your statutory right of complaint, Thule offers its own product guarantees through the "Thule Guarantee" and the "Thule Extended Warranty". These guarantees do not affect your statutory rights.

12.2 Thule Guarantee – The Thule Guarantee covers defects or damage that affects your product, to the extent such defects or damages are not already covered by your statutory right of complaint. The Thule Guarantee applies also to damage caused by normal wear and tear or natural discoloration of materials up to two (2) years from the date of purchase by the original purchaser.

Thule reserves the right to:

- repair products covered by the terms of the Thule Guarantee;
- replace products when damage or defects cannot be repaired; or
- offer a similar product of comparable value or refund the purchase price.



The Thule Guarantee does not cover defects caused by circumstances beyond Thule's control. These include, but are not limited to, misuse, overload or failure to mount, mounting or use of the product or its accessories in violation with Thule's written instructions, guidelines or safety information. Nor does the Thule Guarantee cover any damage of the user's vehicle, electronic devices, load or other individual or property.

The Thule Guarantee is automatically included in the purchase of any Thule product.

Read more about the Thule Guarantee [here](#).

**12.3 Thule Extended Warranty** – The Thule Extended Warranty applies to products manufactured by Thule and which have been sold to the original purchaser under the brand Thule. The warranty covers defects in materials and workmanship and applies, depending on the product type, for a certain number of years from the date of the original purchase. See the total length of guarantee (Thule Guarantee and Thule Extended Warranty) applicable to the each product [here](#).

Subject to the limitations and exceptions described in the warranty, Thule will remedy defects in materials and workmanship during the warranty period by repairing or replacing (the measure to be determined by Thule) defective components without charging for parts or labour.

In order to benefit from the Thule Extended Warranty, you have to register your Thule product with us within two (2) years from the purchase. You can register your Thule product [here](#).

You can also read about the Thule Extended Warranty [here](#).

### **13. REFUND**

If Thule is to refund you for any reason the following applies. Once your return is processed and approved, Thule will issue a refund to your original payment method. Please allow up to 14 days for the refund to appear, depending on your bank or payment provider.

### **14. CUSTOMER'S RIGHT TO ASSISTANCE**

**14.1** As a consumer you are always entitled to turn directly to Thule for assistance with complaints, right of withdrawal and other assistance in connection with your purchase or order. For more information about your right as a consumer please refer [Federal Consumer Affairs Bureau \(FCAB\)](#).

**14.2** Please refer to the website of the EU Commission concerning alternative dispute resolution relating to consumers' online purchase <http://ec.europa.eu/odr>.

### **15. CIRCUMSTANCES BEYOND THULE'S CONTROL**

**15.1** A circumstance beyond our control means an act or an event beyond our reasonable control, including, but not limited to, strikes, lockouts or other similar acts by a third party, civilian insurrections, riots, terrorist attacks or threats of terrorist attacks, wars or threats of war, fire, explosions, pandemics, epidemics, floods, earthquakes or other natural disasters or faults in public or private telecommunications networks.



15.2 If an event beyond our control occurs that we could not reasonably have foreseen at the time of your purchase and that affects our ability to fulfil our obligations under the Terms, we will contact you as soon as possible and the time for our fulfilment of our obligations under the Terms will be extended for the duration of the event beyond our control. You have the right to cancel your order if an event beyond our control occurs and which prevents our delivery of an item to you.

## **16. BUSINESS INFORMATION AND CONTACT DETAILS**

Thule Sweden AB

Borggatan 5, SE-335 73 Hillerstorp, Sweden

Registration Number: 556076-3970

VAT number: CHE-236.114.062 MWST.

Telephone: +4640-635 90 30

Email: support@thule.com

## **17. MISCELLANEOUS**

17.1 The content of the Website is copyrighted and belongs to Thule. The information on the Website is including, but not limited to, stills, moving pictures and sounds and text and layout must not, besides for purely private purposes or where it is expressly permitted, be copied, reproduced, altered, transferred or stored in any form whatsoever. Modifying the content of the Website is prohibited.

17.2 Logos on the Website belong to Thule. It is not permitted to use Thule's trademarks or logos, in paper form, digitally or in any other medium.

17.3 The information on this Website may contain technical defects or typographical errors. Feel free to contact our customer service to report such a technical defect or a typographical error.

17.4 These Terms were last updated on the 2024-05-11 and can be downloaded by [clicking here](#).