

**La marque des produits et services
suisse authentiques**



**The symbol for genuine Swiss products
and services**

Terms and Conditions for the Protection, Utilisation Fee, Use and Monitoring of the Crossbow Trademark (User Contract)

between

Tel.:
Fax:
E-Mail:
Web address:

*(hereinafter named the **User**)*

and

SWISS LABEL
Association for the promotion of Swiss
products and services with the crossbow
trademark

*(hereinafter named **SWISS LABEL**)*

SWISS LABEL

**Association for the promotion of Swiss products and services
Société pour la promotion des produits et services suisses**

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Protection of the Trademark

Art. 1 In accordance with Article 3 of the Bylaws, SWISS LABEL, the association for the promotion of Swiss products and services with the crossbow trademark (Bern) and owner of the crossbow trademark, hereinafter named the Trademark, has registered the following trademarks in the Swiss and international Trademark Protection Registers and ensures that they are used in accordance with the relevant legislation. See [Appendix](#) for the current scope of protection.

Rights and Obligations

Art. 2 The User recognises herewith that SWISS LABEL is the exclusive owner of the Trademark.

Art. 3 SWISS LABEL herewith grants the User the non-exclusive right to apply the Trademark to his products and services of Swiss origin for export and for sale in Switzerland. However, the User is not entitled to grant unauthorised sub-licences. Sub-licences may only be granted with the prior written permission of SWISS LABEL.

Art. 4 The Trademark may only be used for products that were completely reaped, produced, or sufficiently treated and processed in Switzerland. The provisions of the Trademark Protection Act (TmPA; *Markenschutzgesetz*) of 21 June 2013 (SR 232.11), specifically Articles 48 to 48d TmPA, in which the criteria relevant to the assessment of Swiss origin for natural products, foods, and industrial products are defined, are controlling. For the use of the Trademark, the following requirements – higher compared to those of the TmPA – with respect to the minimum percentage of Swiss origin must be observed:

- For foods (except milk and dairy products) within the meaning of Art. 48b TmPA, at least 90 percent of the weight of the raw materials.
- For other products and, in particular, industrial products within the meaning of Art. 48c TmPA, at least 70 percent of production costs.

In addition, the SWISS LABEL member must have its registered office in Switzerland. It may also be a Swiss subsidiary of a foreign parent company.

Art. 5 Services that use the Trademark must, above and beyond the terms of the TmPA, satisfy the following additional SWISS LABEL requirements: First, the registered office of the business and the place of the actual administration of the SWISS LABEL member must be located in Switzerland (cf. Art. 49 (1) TmPA) and, second, the relevant services must actually be rendered out of Switzerland.

Art. 6 The User undertakes to use the Trademark solely for products and services that conform to the quality standards generally recognised in Switzerland for the respective industry.

Art. 7 In cases of doubt, the Executive Committee of SWISS LABEL is entitled to apply additional assessment criteria to judge the Swiss character of products and services.

Art. 8 The User is entitled to unrestricted use of the Trademark in its lodged and registered form on products and packaging, in catalogues, brochures, operating instructions, all forms, printed matter and advertising (particularly as supplied by SWISS LABEL electronically or in the form of adhesive labels, stickers, etc.). However, he is not entitled to use the Trademark in such a way as to mislead his clientele.

Monitoring and Inspection

Art. 9 SWISS LABEL monitors and checks the proper use of the Trademark, for example through periodic inspections or random sampling. If such an inspection necessitates access to company business premises, it must be carried out only in the presence of a representative of the User and during normal business hours.

If the inspection reveals an infringement of the conditions of use, the User will be responsible for the costs of the inspection and all related actions.

Art. 10 SWISS LABEL is entitled to levy a contract penalty of up to CHF 5,000 and to demand compensation for damages. In cases of grave disregard, particularly where clientele has been repeatedly misled and the Trademark repeatedly misused, SWISS LABEL is further entitled to terminate the User Contract with immediate effect. SWISS LABEL will retain all utilisation fees paid.

Fees

Art. 11 The User will receive his entitlement to the Trademark when the present User Contract has been concluded.

The annual utilisation fee is calculated according to turnover:

Turnover category		Utilisation fee *	
up to	0.5 mill. CHF	CHF	180.00
0.5 -	1 mill. CHF	CHF	360.00
1 -	5 mill. CHF	CHF	480.00
5 -	10 mill. CHF	CHF	720.00
10 -	50 mill. CHF	CHF	960.00
50 -	100 mill. CHF	CHF	1,200.00
over	100 mill. CHF	by agreement, but at least CHF 1,500.00	

*plus VAT

SWISS LABEL is entitled to adjust the annual utilisation fee in accordance with the Bylaws.

Art. 12 For current members, a transition period is in effect for the application of Articles 4 and 5. This period is set by the Executive Committee and ends no later than at the coming into force of the revised Trademark Protection Act.

Art. 13 The revised User Contract comes into force on 1 July 2014.

With his signature, the User accepts the terms and conditions of the present User Contract and guarantees that he has answered the following questions truthfully. He accepts that adherence to the User Contract may be monitored. Upon conclusion of this Contract, the User becomes a member of SWISS LABEL and recognises its Bylaws.

Place / date: _____

SWISS LABEL
Signature:

The **User**:
(Company stamp and signature)

User Contract Questionnaire

This information will be handled in the strictest confidence and is intended only for the internal use of SWISS LABEL.

1. Where are the headquarters of your company?

Postal code: _____ Place: _____

2. Is your company a subsidiary / branch firm of a foreign company?

3. For which products / services would you like to use the Trademark?

<input type="checkbox"/> product(s) <input type="checkbox"/> service(s):	Value of Swiss portion (in %):
_____	_____
_____	_____
_____	_____

4. Does your company have ISO certification or other evidence of compliance with generally recognised Swiss and industry quality standards for the company products specified under Article 6?

5. How high is your annual turnover (in CHF)?

Only for the turnover category for which the trademark is to be used.

- | | |
|--|---|
| <input type="checkbox"/> up to 0.5 mill. | <input type="checkbox"/> 10 - 50 mill. |
| <input type="checkbox"/> 0.5 - 1 mill. | <input type="checkbox"/> 50 - 100 mill. |
| <input type="checkbox"/> 1 - 5 mill. | <input type="checkbox"/> over 100 mill. |
| <input type="checkbox"/> 5 - 10 mill. | |

6. How did you become aware of SWISS LABEL?

This question is intended purely for statistical purposes and is irrelevant for the recording process.

7. Who in your company is the contact for SWISS LABEL?

Surname: _____ First name: _____ E-Mail: _____

Telephone: _____ Fax: _____

8. Please choose your preferred language for correspondence.

- German French