



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

between

Company address:

Business 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 names **SWISS LABEL**)*

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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.

Rights and Obligations

If only a product is certified and not the entire enterprise, the SWISS LABEL Trademark may be used only for that product.

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, which define the criteria relevant to the assessment of Swiss origin for natural products, foods, and industrial products, shall apply. For the use of the Trademark, the following requirements – more stringent than 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, in particular industrial products within the meaning of Art. 48c TmPA, at least 70 percent of production costs.

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In addition, 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 Board 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

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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 of the company:

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 (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 Board and ends at the latest when the revised Trademark Protection Act comes into force.

Art. 13

The revised User Contract comes into force on 5 February 2019.

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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.

Town / date:

SWISS LABEL

Signature:

The User

Company stamp and signature

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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:

Town:

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

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

product(s) – Detailed description incl. value of swiss portion in %.

service(s) – Detailed description incl. value of swiss portion in %.

4. Is your company certified?

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5. Do you use other labels / trademarks?

6. How high was the last annual turnover of your company? (In CHF rounded to 100,000)

7. How did you become aware of SWISS LABEL?

(This question is intended purely for statistical purposes and is irrelevant for the application process.)

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

Surname:

Firstname:

Telephone (direct dial):

Mobile phone:

9. Please choose your preferred language for correspondence.

German

French

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Sample calculation of production costs

For individual products or the company as a whole – depending on the application

The prerequisite for SWISS LABEL membership is a Swiss value share of production costs of at least 70%.

Products

As we have received many questions regarding the calculation of production costs as per Article 4 page 2, we provide this overview as an aid:

Type of cost	Share product in %	Share in Switzerland in %
Material costs Direct material costs Material overheads		
Manufacturing costs¹ Direct production costs Production overheads		
Development and design costs (product-related)		
Total Production costs in Switzerland		

Services

Services must be described in detail, if possible also indicating percentages. The service must be developed in Switzerland and sold from Switzerland. Services such as online sales of foreign products and strictly import-export activities with foreign products do not qualify for SWISS LABEL membership. Schools of foreign origin with designations such as "Swiss higher school of education" or "Swiss University" will not be accepted by SWISS LABEL without first consulting with the "aaq – swiss agency of accreditation and quality assurance". As of 2020, new Swiss legislation makes it impossible for foreign applicants in the field of education to present themselves as Swiss universities/schools.

¹ In company accounting, manufacturing costs are part of production costs and relate to the direct, non-material-related use of resources in the production process, the overhead costs indirectly incurred due to production as well as special direct costs of production and costs for production planning and quality control.

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