

# Wholesale and FTTH

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## 1 Introduction

1. This document describes the billing procedure for the services provided between the service provider and the service user (as well “user”) resp. the billing recipient.

## 2 Billing

1. The service provider shall invoice the service user monthly for the services provided during the billing period.
2. The billing period shall in each case be one calendar month, commencing on the first day of the month and ending on the final day of the month, or may take the form of another period as agreed between the contracting parties. One invoice shall be issued for each billing period.
3. The invoice shall generally be sent by the 10<sup>th</sup> working day of the month following the billing period. The service user shall be informed accordingly of any significant invoicing delay.

## 3 Invoices

1. The amounts for the services provided during the billing period shall as a general rule be listed on one invoice per product/subject. The service provider may, however, issue separate invoices for different types of price, e.g. one-time charges, fixed, recurring charges, default interest or additional charges, pro-rata invoices, final payments in relation to disputes etc.
2. The invoice shall consist of two parts: the cover sheet and the invoice attachments.  
The cover sheet of the invoice shall contain a summary and the total invoice amount (including and excluding VAT), the invoice date, the invoice number, the due date, the services and products concerned, the contact persons for the service user and a pay-in slip or the bank details.  
The invoice attachments shall contain all information required by the service user to render the invoice transparent and easy to understand and to identify the services being invoiced.
3. Questions regarding the invoice shall be raised by the service user directly with the contact person named on the cover sheet of the invoice.
4. The invoice is sent in electronical form compliant with VAT regulations (signed pdf) by e-Mail, unless the parties agree on invoices in hard copy to be sent by post. The invoice attachments, if available, shall be included in the signed pdf file. The e-Mail addresses of the recipients are listed in the List of Contacts.

## 4 Payments

1. Payments shall be made to the service provider within 30 days of the billing date. In the event that payments are not effected within this period, the service user falls into arrears. The default interest rate is 5% p.a.
2. All payments shall be made in Swiss francs (CHF). All prices are quoted exclusive of Swiss or foreign taxes or duties (in particular statutory VAT). Statutory value added tax will be passed on to the Party receiving the service.
3. Subject to other provisions in the contract, there is no obligation to pay interest on any kind of claims, particularly not on reimbursements (Vergütungszins), additional payments and final payments in relation to disputes by the parties.

## 5 Disputes relating to invoice

### 5.1 Notification of a dispute

1. If the service user disputes the accuracy of an invoice, it must submit its dispute as soon as possible **by e-Mail or** in writing and no later than by the due date of the invoice. The dispute shall be submitted to the address given for disputes in the list of contact points. The service user should also enclose as evidence of its dispute the essential information pursuant to Section 5.2.
2. If no dispute has been notified by the due date of the invoice, the invoice shall be deemed to have been accepted.

### 5.2 Requirements of a dispute

1. The dispute shall contain at least the following information:
  - Invoice number
  - Billing period
  - Clear description of the service concerned
  - Dispute and detailed grounds for the dispute
  - Total invoice amount and disputed amount
  - contact person of the service user
2. No dispute may be notified if the disputed amount accounts for less than 0.5% of the total amount (excluding VAT) of the invoice in question and if the disputed amount is less than CHF 500 (excluding VAT).
3. If the dispute fails to include all of the information listed in Section 5.2.1, it shall not be deemed valid and shall not be taken into account by the service provider.

### 5.3 Payments in the event of a dispute

- <sup>1</sup> If the service user has notified its dispute with the service provider by the due date of the invoice pursuant to Section 5.1 and this dispute has yet to be resolved, the invoice shall be settled as follows:
  - If the disputed amount accounts for less than 5% of the total amount (excluding VAT) of the invoice in question, the total invoice amount shall be due and payable by the due date.
  - If the disputed amount accounts for more than 5% of the total amount (excluding VAT) of the invoice in question, the disputed amount may be withheld until such time as the dispute is resolved, provided that the dispute that has been raised meets the requirements set out under Section 5.2. The undisputed amount of the invoice shall be paid by the due date.

### 5.4 Review of the dispute by the service provider

- <sup>1</sup> Provided that a dispute meets the requirements of Section 5.2, it shall be reviewed by the service provider within 30 days, after which time the service provider shall inform the service user of the result of its review and the resulting final payments. In the event that the service user is not in agreement with the result, the provisions of conflict resolution shall apply.

## 6 Missing invoice information

- <sup>1</sup> In the event that billing data is not made available to the service provider for the preparation of an invoice and such unavailability is permanent, the service provider shall inform the service user accordingly and subsequently prepare the invoice on the basis of average figures from the past three billing periods.