

Terms and conditions for repairs

1 Scope

These terms and conditions for repairs govern repairs under warranty or guarantee, out-of-warranty repair orders and repairs for Apple devices and accessories for which an extended warranty has not been arranged.

2 Common provisions

Warranty services can only be provided if the product is still within the warranty or guarantee period and the fault to be repaired is classed as a device fault that is covered by the warranty or guarantee.

If a fault occurs in Apple devices or Apple accessories during the second year and an extended warranty has not been taken out, the onus is on the buyer to demonstrate that the conditions have been met for the honouring of a warranty in accordance with Article 197 et seq. of the Swiss Code of Obligations, specifically, that the fault existed at the time of purchase. Upon evidence of satisfactory proof, the customer can – as an alternative to the statutory options – proceed in accordance with Section 3.2.

If the guarantee (or warranty in the case of Apple devices and accessories) has not yet expired, but it is determined during inspection of the device that the repair is not covered by the guarantee (or warranty for Apple devices and accessories), Swisscom (Switzerland) Ltd (hereafter “Swisscom”) will inform the customer of this. If the device is not a write-off, the customer may place an “out-of-warranty repair order” with Swisscom (see following paragraphs and Section 4 below). Should the customer forego this option, they must collect the unrepaired device within 30 days, otherwise it will be disposed of by Swisscom.

By accepting the repair order or performing the service in accordance with Section 3, Swisscom undertakes to carry out the repair in a manner consistent with the current technology. Swisscom may appoint an authorised partner or third party licensed by the manufacturer to provide the services.

The backing up of data is the sole responsibility of the customer. Data backups must be completed prior to the repair. Swisscom expressly excludes any guarantees for the success and completeness of any data backups performed by Swisscom and/or its authorised partners. Any claims and any liability for lost data and corresponding consequential damage are expressly excluded to the extent permitted by law. The customer acknowledges that Swisscom, its partners and any third parties commissioned by Swisscom may have access to data when providing services. Swisscom shall ensure that such data is treated confidentially.

The customer shall check the functionality of the repaired device promptly upon receiving it.

If the customer is given a courtesy device for the duration of the repair, the customer shall be responsible for any damage or loss of this device. Swisscom reserves the right to charge the customer for costs incurred thereby.

3 Repairs under warranty (including Apple devices and accessories)

3.1 Repairs under warranty

Warranty services will be provided in accordance with the “Warranty terms of Swisscom (Switzerland) Ltd”, which apply instead of the warranty and compensation claim provisions of the Swiss Code of Obligations. Extracts from the warranty terms are included in the following paragraph and the common provisions (Section 2). In all cases, the “Warranty terms of Swisscom (Switzerland) Ltd” shall prevail.

If Swisscom repairs or replaces a device under warranty, such a repair or replacement will be guaranteed for 6 months or for the remainder of the existing warranty period, whichever is longer. These warranty periods are neither suspended nor started anew as a result of services being provided under the warranty.

3.2 Apple devices and accessories

Should the customer wish to claim for a free repair or replacement for an Apple device or accessory under warranty, the customer relinquishes all claims in accordance with the warranty and compensation claim provisions of the Swiss Code of Obligations and accepts the following provisions: Swisscom guarantees repairs or replacements for 6 months or for the remainder of the existing warranty period, whichever is longer. The warranty period is neither suspended nor started anew as a result of any services provided.

4 Out-of-warranty repair orders

4.1 General

A repair order is an order issued by the customer to Swisscom to provide repair services for a fee. If Swisscom quotes for the repair, the price quoted shall be the maximum price. If the costs for a repair exceed an economically reasonable threshold, the item in question will be deemed a write-off and Swisscom will advise the customer that a repair is not possible. In such a case, the quotation for repair will be cancelled and there will be no entitlement to a replacement. Unless the customer gives notice to the contrary or the device is collected by the customer, the faulty item will be disposed of after 30 days. If the customer accepts a subsidised offer from Swisscom in exchange, ownership of the faulty item will pass to Swisscom.

Swisscom will perform the repair at its earliest convenience, subject to operational feasibility. Any deadlines specified are for guidance only. If Swisscom is unable to complete the repair by the deadline for reasons attributable to a third party, the customer shall not be entitled to cancel the order.

4.2. Rectification

If a repair is unsuccessful, the customer shall be entitled to free rectification. If the rectification is unsuccessful, the customer shall be entitled to cancel the repair order and demand reimbursement of all related payments.

4.3 Guarantee for repair services

Swisscom provides a six-month guarantee for repair services. This guarantee does not include operating material and consumables such as batteries, rechargeable batteries or information carriers (e.g. the CD or print version of the user guide) or defects caused by normal wear and tear, improper use or deliberate or negligent damage by the buyer or third parties. Defects attributable to the effects of moisture or other external influences (damage caused by dropping, pressure or impact including damage in transit) are also excluded. If interventions are made by parties other than Swisscom or without its approval, the warranty shall become null and void.

4.4 Terms of payment

Costs incurred must be paid in cash at the point of sale (POS). Invoices must be paid by the deadline specified on the invoice form. The buyer shall bear the cost of collection and delivery. Additional services are subject to separate agreements.

4.5 Swisscom liability

In the event of a breach of contract, Swisscom shall bear liability for the proven damage unless it can demonstrate that it was not at fault. In cases of slight negligence, liability shall be limited to the repair payment amount. Liability for consequential damage and loss of profits is completely excluded.

4.6 Applicable Law and Place of Jurisdiction

This repair order is governed by Swiss law. Bern is the place of jurisdiction.