

Swisscom (Switzerland) Ltd guarantee clauses

1. Scope

These guarantee clauses apply to all devices (including accessories as well as used and subsequently refurbished devices, e.g. 'refreshed smartphones') sold by Swisscom (Switzerland) Ltd (hereinafter 'Swisscom') or its distribution partners from its device portfolio for residential customers (hereinafter 'devices'). If the distribution partner stipulates their own guarantee clauses when selling the device, these will apply in relation to the customer. Devices that are given away free of charge as part of promotions are subject to the guarantee clauses communicated in each case.

2. Duration and content

The guarantee period is based on the information on the delivery note or sales receipt. In the event of defects, the customer may contact the point of sale or the relevant Swisscom customer service. The bringing, sending and collection of the device are at the expense of the buyer, even in the event of a claim under the guarantee. **If there is a defect, Swisscom may provide its warranty service by replacing the device with an equivalent one or by rectifying the defect.** Swisscom may replace defective devices/parts with new or as-new devices/parts. Replaced devices/parts become the property of Swisscom. If the customer does not return such a replaced device within the period specified by Swisscom, Swisscom is entitled to bill the customer for the current replacement value of the device.

In cases where Swisscom provides a warranty service, **Swisscom will issue a guarantee of six months on the repaired or replaced device; if the original guarantee period extends beyond six months, this shall be valid. These guarantee periods are not interrupted or renewed by any warranty services.**

On receipt of the repaired device, the customer will immediately inspect it in order to ensure it is operating effectively. If the defect has not been resolved, Swisscom will provide the warranty service again at the request of the customer. If the defect is still not rectified by repair or replacement despite repeated attempts, the customer will only be entitled to withdraw from the contract and request that the purchase price be refunded after return of the device. It is not considered a defect if the customer is not or no longer able to use certain functions of the device due to the technical configuration of the telecommunications networks. Moreover, Swisscom provides no guarantee for the uninterrupted operation of the device. **The provision of these warranty services applies in place of the guarantee claims and related claim compensation rights set out in the Swiss Code of Obligations.**

3. Restrictions

The guarantee or warranty excludes

- **operating materials and consumables**, such as batteries and data carriers (e.g. operating instructions provided on CD or as hard copies)
- **defects resulting from normal wear and tear, improper handling** or deliberate or negligent damage caused by the customer or third parties
- **defects for which there are specific indications that they are due to the effects of liquids, moisture or other external factors** (damage from dropping, pressure, impact or transport).

For devices sold as 'water-protected', 'water-repellent' or similar, the scope of protection against water damage is based on the manufacturer's specifications. If this protection decreases due to wear or external influences, the guarantee or warranty will exclude liquid and moisture damage.

The guarantee is rendered void by procedures performed by someone other than Swisscom or without its consent.

4. Data, backups

The customer is obliged to ensure that updated backups of data stored on the device are saved to a separate data carrier. **If they fail to do so and data is lost due to a device defect, Swisscom cannot be held in any way liable, to the extent permitted by law, for the lost data or any consequential damage.**

This liability disclaimer also applies to cases in which the customer does not meet their backup obligations and data is lost during the provision of warranty services or repairs made by Swisscom or its partners.

If Swisscom and/or its authorised partners perform backups on behalf of the customer, **Swisscom provides no guarantee for the success or completeness of the backup and any liability claims made by the customer are excluded, to the extent permitted by law.**

The customer acknowledges that Swisscom, its partners and third parties commissioned on its behalf may have access to data in the provision of warranty or repair services. Swisscom will undertake to ensure this data is treated as confidential.