

Leasing terms

Swisscom (Switzerland) AG

In general

Swisscom (Switzerland) AG (hereinafter "Swisscom") entrusts the device specified in the contract or on the delivery note to the Customer for his use for the term of the lease. The options for using the device are in particular determined by the technical specifications of the telecommunications network to which the device is connected. Unless otherwise agreed, the delivery and installation of the device as well as other services shall be charged separately. In the event of purchase, the "Warranty terms of Swisscom (Switzerland) AG" apply.

Maintenance terms

Swisscom renders the services that are considered necessary to maintain the operational efficiency of the device (preventative maintenance) and to rectify faults by repairs or replacement of defective parts (fault rectification). Consumables and replaceables such as rechargeable/disposable batteries or information carriers (such as operating manuals provided in the form of CDs or as paper documents) are not included in the scope of maintenance services. If the device can no longer be repaired or replaced, Customers have at most a claim to an equivalent device. Swisscom may perform the maintenance services on site or remotely. Swisscom does not provide warranty for the uninterrupted operation of the device. Fault messages are accepted during normal working hours. Unless otherwise agreed, the maintenance service is on stand-by from Monday to Friday from 8 a.m. to 5 p.m., excepting public holidays.

Obligations of the Customer

The obligation to pay the rental fee begins on the day immediately following the date of handover of the device. Unless otherwise agreed, the Customers take the device with them when they change address. The Customers shall allow extension as well as maintenance and other work on the devices to be performed exclusively by Swisscom or by third parties authorised by the latter. If the Customers do not comply with their obligations and if this results in increased maintenance costs being incurred, Swisscom is entitled to invoice these.

Billing

The rental fee will normally be invoiced monthly. In the case of lease starting after the start of a month, 1/30 of the monthly rental fee will be invoiced for each day. Swisscom (Switzerland) AG is liable to the Customer for the careful and contractually-compliant performance of its services. In the case of contractual infringements, Swisscom is liable for proven damage, unless it can demonstrate that it bears no responsibility. Swisscom's liability for intentional or grossly negligent damage is unlimited. In the case of minor negligence, its liability for personal injuries is unlimited, for material damage its liability is limited to CHF 500,000 per incident and for pecuniary damage up to the equivalent value of the service used, at most however up to CHF

50,000 per incident. In no event is Swisscom liable for consequential damages, lost profits or lost data. Swisscom is not liable for damages that result from lightning strikes, power surges or rectifier outages.

Customer liability

The Customer is liable for damage to the device or its loss, insofar as these are caused by the Customer himself or by a third party. These are faults that are due to the effects of moisture or due to external influences (falls, pressure or blows incl. transport damage).

Connection of the device to third-party telecommunications networks

Swisscom is not responsible for disruptions or limitations to performance that result from the operation of the device on or via a third-party telecommunications network.

Minimum term of lease and termination

The Parties can terminate the lease agreement with a period of notice of 30 days to the end of a calendar month in writing, at the earliest, however, to the end of the minimum term of lease. If the Customer terminates the agreement before expiry of the minimum term or if Swisscom terminates the agreement for good reason, as a consequence of default in payment or contractual infringement by the Customer, the Customer shall owe Swisscom the effective costs, if the device has not yet been surrendered. If the device has already been returned, the Customer owes Swisscom the remaining rental fees up to the expiry of the minimum term of rental. This duty of payment lapses in the case of terminations of contract by the Customer as a result of increases in rental fees, except where the increases are due to tax increases or inflation. The device shall be returned to Swisscom on dissolution of the lease agreement without special notice on the part of Swisscom.

Contractual amendments

If the rates of taxes and other duties (specifically VAT), Swisscom is entitled to adjust its charges accordingly.

Total write-offs

In the case of a total write-off, the lease agreement shall continue, whereby the defective device shall be replaced for a fee.

Applicable law and place of jurisdiction

The agreement is governed by Swiss law. Any disputes arising from or in connection with this agreement shall be settled before a competent court of law in Berne. Mandatory changes of legal venue are reserved.

Assignment of rights and duties

Swisscom may assign rights and duties from this agreement to another company in the Swisscom Group.