

## ORDER AND DELIVERY TERMS - SUNRISE ONLINE SHOP

These Order and Delivery Terms apply to all transactions completed by customers in the Sunrise Online Shop including items purchased (e.g. devices) and telecommunications services.

Unless otherwise stated in these Order and Delivery Terms, the General Terms and Conditions of Sunrise and product-specific terms of the contract at [www.sunrise.ch/agb](http://www.sunrise.ch/agb) apply.

### 1. Prices

The prices for goods and services stated in the Sunrise Online shop apply at the time of placing the order. All prices include VAT. Delivery costs are shown separately. Prices are subject to change.

### 2. Network Coverage

When ordering mobile phone services, customers are responsible for checking the network coverage at their place of residence or business ([www.sunrise.ch/netzabdeckung](http://www.sunrise.ch/netzabdeckung)). When ordering Internet, landline network and TV services, the customer will be notified on receipt of the order if the ordered services are unavailable at their place of residence or business. In this case, the customer can cancel the order.

### 3. Ordering, Identity Check

All legally competent persons residing in Switzerland are entitled to place orders. Orders may only be placed by these persons for themselves and not on behalf of third parties. The commercial resale of items purchased in the Sunrise Online shop is forbidden.

Orders placed by the customer are binding. Order receipt will be confirmed by e-mail. Sunrise can make acceptance of the order dependent upon a credit check and have the customer data processed by a third party for this purpose. In addition, Sunrise can decline orders for different reasons, in which case the customer will be notified.

After placing a binding order, the customer is required to provide official proof of identity to order subscription services. Permissible forms of identification are: passport, ID card and Swiss residence permits for foreign nationals. ID cards of individual countries may be excluded.

The identity check is mandatory. If, after placing a binding order, the customer does not complete the identity check, the order will be considered as canceled and the customer will be liable to pay an administrative fee of CHF 100 (except in cases where the customer is unable to proceed with the order for reasons for which he is not responsible).

### 4. Delivery

Deliveries can only be made within Switzerland. The delivery prices listed in the online shop apply.

Delivery times stated by Sunrise are not binding and Sunrise does not guarantee delivery within a specific time. The customer will be informed if there are considerable delivery delays.

When delivering items and/or contracts for subscription services, it is sometimes necessary for

the mail carrier to check the identity of the recipient. This person must confirm receipt personally or sign the subscription contract himself. If the details of the customer and recipient are inconsistent, delivery will not take place. Sunrise reserves the right to terminate the contractual relationship in the event of unauthorized representation of the customer.

If delivery cannot be completed or only with difficulty for reasons for which Sunrise is not responsible, e.g. incorrect shipping address, absence of the recipient, Sunrise is entitled to cancel the order.

In the case of externally visible transport damage or quantity discrepancies, the customer must submit to the responsible transport company (e.g. Post) accurate and detailed reservations. The Sunrise customer service center must be notified immediately of any transport damage which is not externally visible or quantity discrepancies within five days at the latest.

### 5. Bills

Customers will be billed monthly by Sunrise for monthly subscription costs and any device plan installments for purchases made in the online shop. For one-time costs, further payment options are shown at the end of the order process. These depend on the result of the credit check and the products purchased.

### 6. Cancellation Policy

If an item is unavailable for an indefinite period at the time of placing the order, the customer is entitled to cancel the order. However, cancellation must take place immediately upon receipt of notification by Sunrise and via customer support.

If an item is not delivered within four weeks after placing the order, the customer has the right to cancel the purchased item. This right of cancellation does not apply to newly launched mobile devices and other items where delivery delays are common.

Delivered items can be returned or exchanged free of charge within 7 days of receipt by registered mail with the enclosed business reply mail label. This applies to delivered items that are undamaged, in the original packaging and unopened. The return form, address and information about the procedure are enclosed in the delivered package.

Concluded subscription contracts cannot be canceled unless there is no network coverage at the place of residence or business. Poor network coverage is not a reason for cancellation. The same applies to device plans.

If a device is purchased on an installment payment plan together with a Sunrise mobile phone subscription, canceling the purchase will not cancel the Sunrise mobile phone subscription. This applies similarly to other orders for devices and subscription services placed at the same time.

### 7. Guarantee, Warranty

If the device is defective, customers may claim under the 24-month manufacturer's warranty on the

devices of all brands sold by Sunrise. The warranty entitlement depends on the conditions of the particular manufacturer. **Sunrise excludes any implied or statutory warranty for the sold products.**

Sunrise accepts all devices which are defective and covered by warranty, whereby repairs must be performed by a third party designated by the manufacturer. In the case of a defect that the customer reported immediately, the manufacturer has the choice of repairing the device or replacing it with a device of equal value. The changing of the contract is excluded. The warranty excludes normal wear and tear on the device, improper handling, defects caused by external influences (force, dropping, water, dampness, heat, cold, malware, viruses, etc.) and lack of compatibility with technical infrastructure. Any entitlement to repair or exchange shall expire if the customer interferes with the device.

The warranty for services is subject to the General Terms and Conditions of Sunrise.

The operator of the Sunrise Online shop and provider is Sunrise UPC GmbH, Thurgauerstrasse 101B, 8152 Glattpark (Opfikon)

February 2020