

General Terms and Conditions

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Please note: Only the French original of these General Terms and Conditions of Helvetic Vision Media Company Sàrl is legally binding. The English translation is provided for information purposes only and has no legal force. By accepting these General Terms and Conditions, you automatically accept the French original.

1 Scope of application

The present general terms and conditions (hereinafter “**GTC**”) apply to all legal transactions made through the online shop www.oneswit.ch (hereinafter individually referred to as “**online shop**”). The online shop is operated by Helvetic Vision Media Company Sàrl (hereinafter “**HVM Company**”).

These general terms and conditions also apply to all legal transactions made within the scope of HVM Company's merchant programme (hereinafter “**merchant programme**”). The merchant programme allows selected third-party providers (hereinafter “**merchants**”) to offer products and services under their own name and sell them to customers via the HVM Company online shops.

HVM Company reserves the right to change these GTC at any time. The version of the GTC valid at the time of order placement applies and may not be changed unilaterally for the respective order. Adverse or conflicting terms of the customer will not be recognised.

The range of products and services available in the online shop, including the scope of the merchant programme, (hereinafter “**offer**”) is exclusively intended for customers whose place of residence or place of business is Switzerland or Liechtenstein.

Deliveries are made exclusively to addresses in Switzerland or Liechtenstein.

Products are available for as long as they can be found through the search engine in the online shop and/or while stocks last.

Customers confirm compliance with the legal provisions for all product orders with a minimum age requirement of 18.

Large orders exceeding a standard amount may be refused without reason.

2 Information

2.1 Product and price

Product images used for advertising, brochures, the online shop etc. are for illustration purposes only and are not binding.

Product information available through the online shop is compiled to be as customer-friendly as possible but is not binding. Information provided by the manufacturer (e.g. manufacturer warranty) applies, provided that it is valid in Switzerland.

All prices quoted are net, in Swiss Francs, include value added tax (VAT) and, where applicable, include an advance recycling contribution, packaging costs and delivery costs for the stated delivery time as well as any additional charges and costs. Only the minimum order surcharge – if applicable – is excluded. In addition to the final price, a minimum order surcharge of maximum CHF 12.00 can be charged for order totals of below CHF 50.–. HVM Company and the merchants reserve the right to change prices of products and services at any time. The prices stated in the online shop at the time of order placement apply.

Any additional services subject to a fee, e.g. installation, disposal, warranty extensions, insurance etc., are listed separately in the shopping cart and on the invoice and are subject to an evaluation of the installation site.

2.2 Availability and delivery times

HVM Company is committed to providing up-to-date and precise information on availability and delivery times in the online shop. However, production and delivery shortages in particular may cause delivery delays for HVM Company as well as for merchants. Therefore, all information on availability and delivery times is subject to change.

2.3 Additional services: installation and disposal

Installation includes the unpacking and installing of the ordered product including the taking back of packaging.

Disposal includes the receipt and environmentally sound disposal of the item(s) specified by the customer upon placing his or her order. The item(s) must correspond approximately in type and quantity to the ordered product. The item(s) for disposal must be prepared for transport by the customer and must be ready on the arranged delivery date for the ordered products.

The costs for installation and disposal are listed separately in the shopping cart and on the invoice and may be subject to an evaluation of the installation site.

3 Contract conclusion

Products and prices stated in the online shop are deemed to constitute offers. However, these offers are always subject to the inability to deliver or incorrect price quotations, both of which lead to contract cancellation.

A contract for products or services from HVM Company shall be deemed concluded with HVM Company as soon as an order has been placed by the customer in the online shop, by telephone or e-mail (hereinafter referred to as “**contract**”).

For products and services offered by a merchant, the contract is concluded between the merchant and the customer as soon as an order has been placed by the customer in the online shop, at one of our stores, by telephone or e-mail. HVM Company only mediates in the sales

and acts as intermediary and service provider for merchants, but does not act as contracting party for the customer.

Customers can see in the online shop and on the invoice who the supplier or rather the contracting party for any purchase is (either HVM Company or the merchant).

Customers are informed of their order placement by means of an automatically generated order confirmation by HVM Company, which is sent to the e-mail address provided by the customer. The receipt of the automatically generated order confirmation does not constitute a commitment that the product will be delivered. It solely notifies the customer that the placed order was received by the online shop and a contract was therefore concluded with HVM Company or the merchant under condition of deliverability and correct price quotation.

4 Delivery date

Together with the confirmation, the customer is either provided with a provisional delivery date or is contacted so that an individual delivery date can be arranged.

If delivery by HVM Company or the merchant is delayed, customers are entitled to withdraw from the contract (with the exception of special orders) as of the 30th calendar day from the originally scheduled delivery date. In such an event, HVM Company will refund the customer any amount paid in advance. No further claims towards HVM Company or the merchant apply.

5 Delivery/collection

For products and services by HVM Company, all delivery and collection options described under “Delivery and collection” in the online shop are available to the customer.

Products and services purchased from a merchant can only be shipped to a customer and cannot be collected.

The delivery address in Switzerland or Liechtenstein must be easily accessible by truck. Should this not be the case, the customer shall bear any consequential costs.

If the customer chooses the option “delivery to place of use”, it is the customer’s responsibility to ensure the place of use is accessible. The customer must verify that the product fits through any entrances, for instance staircases, doors etc. If the products cannot be transported to the place of use, the customer must bear any additional charges.

Should the customer refuse to accept the ordered products on the arranged or provided delivery date, HVM Company or the merchant may withdraw from the contract (cancellation) and charge the customer for the delivery costs and any loss of value.

If the customer does not collect the ordered products from HVM Company office/warehouse within 14 calendar days from the arranged date, HVM Company may withdraw from the contract (cancellation).

6 Customer obligation to inspect products

Customers are obliged to immediately inspect the delivered or collected products for correctness, completeness and potential transport damage.

If the delivery is carried out by a service partner, the customer must state the defect on the delivery note.

The customer shall inform HVM Company of any defects, or false or incomplete deliveries, immediately after detection thereof and within five calendar days after receipt of the delivery/collection at the latest. This also applies to products and services by merchants. The customer is aware that this information needs to be given via email or telephone report to HVM Company customer service line. The customer must retain the product in the condition it was delivered in and may not use it. The customer must follow the instructions for the returns process as instructed by the HVM Company customer service line or email.

7 Warranty

7.1 Basic provisions

HVM Company or the merchant warrant for two years from delivery date or collection that the ordered product will be free from defects and fully functional. This warranty period continues to be valid irrespective of the fulfilment of possible warranty services. HVM Company or the merchant shall provide warranty either by

- repairing the product free of charge (original warranty period continues to apply to the entire product);
- providing a partial or full replacement with an equivalent product (for replacement within the first year of warranty, the original warranty period continues to apply. For replacement within the second year of warranty, the warranty period is one year starting from the time of replacement);
- replacing the product through HVM Company (the warranty period of two years starting from the time of replacement applies)
- providing a refund at current price (no more than the sales price at the time of the original order); or
- giving a price reduction.

HVM Company or the merchant explicitly exclude warranty for wear and tear parts such as batteries, rechargeable batteries, adapters, bulbs and for software problems. Otherwise, liability exclusion pursuant to point 8 applies.

Provided that the manufacturer warranty exceeds the warranty of HVM Company or the merchant, HVM Company or the merchant shall grant the former to the customer.

When returning a data carrier or a product containing data storage to HVM Company or the merchant, a total loss of data must be expected. It is the customer's responsibility to ensure an appropriate data backup is carried out beforehand and that the data is protected. Neither HVM Company nor the merchant assume liability for potential loss of data.

While the warranty claim is being processed, both HVM Company and the merchant may, at their own discretion, provide the customer with a replacement device (replacement subject to reservation). This shall apply on condition (precedent) that a warranty claim actually exists. Therefore, the customer only gains ownership of the replacement product at the time of promise of guarantee by HVM Company or the merchant. If the warranty claim is rejected by HVM Company or the merchant, the customer may purchase the replacement product at retail value at the time of delivery or is obliged to return the replacement device at his or her own expense.

All further-reaching and in particular the legal provisions for warranty are excluded.

7.2 Additional provisions for used goods

Other provisions apply to products that are marked as “display product”, “refurbished”, “test device”, “repair” or “showroom product”. They may show minor visual flaws or be restored products. These visual flaws are not covered by the warranty and are stated accordingly in the article details. In all other respects, a warranty period of one year from delivery or collection applies to these products.

The customer is aware of the fact that he or she is purchasing a used electronic product that may contain personal data of the previous owner/user and that no liability is assumed by HVM Company or the merchant.

7.3 Warranty extension

Customers may purchase a warranty extension for additional 12 to 36 months. A warranty extension prolongs the existing warranty. A warranty extension can be concluded upon purchasing a product or until the existing warranty has expired.

The duration of the warranty extension shall continue irrespective of the provision of any warranty services. HVM Company may offer the warranty service by either of the following:

- free repair (original warranty continues for the entire product);
- partial and complete replacement with an equivalent used/repaired product (in case of replacement, the warranty period is one year starting from the date of replacement);
- replacement with a new product by HVM Company (new warranty period of two years starting from date of replacement);
- refund at the current value of the purchased product. This being 80% of the original purchase price for the third year, 60% for the fourth year and 40% for the fifth year)

In the case of warranty extensions with the «Pick-up & Return» option, an appointment is made and the device is collected from and delivery to the customer address. The device must be packaged appropriately and ready for collection at the agreed time. General cargo shipments can only be picked up and delivered from the curbside.

7.4 Warranty extension / Express replacement service

Customers may add an express replacement service to a warranty extension. The express replacement service is available for two, three or five years and means there is no waiting for a faulty device to be repaired as you will immediately be presented with a solution. In

addition, HVM Company pays the delivery costs for the return of the defective product. The defective product will be replaced by a new, equivalent product within one working day after receipt at a HVM Company store or central warehouse or the purchase price will be refunded taking into account the current value of the purchased product and depending on the duration of the warranty. The current value is 100% of the original purchase price for the first year, 100% for the second year, 80% for the third year, 60% for the fourth year and 40% for the fifth year. In case of replacement, the new warranty period is two years starting from date of replacement. The express replacement service only applies to one product at a time and can be acquired up to 30 days after the purchase of the product at the latest.

8 Liability and exclusion of liability

Liability is based on the applicable legal provisions. However, in no event shall HVM Company or the merchant be liable for (i) slight negligence, (ii) indirect and consequential damage and subsequent damage and loss of profit, (iii) unrealised savings, or (iv) damage resulting from delivery delay, or (v) any acts and omissions on the part of auxiliary persons of HVM Company or the merchant, be this contractual or non-contractual.

Moreover, HVM Company or the merchant will not accept any liability in the following cases:

- storage, setting or use of products that is improper, unlawful or contrary to contract;
- use of incompatible spare parts or accessories (e.g. power supply);
- failure to maintain and/or improper modification or repair of the products by our clients or a third party;
- force majeure, particularly natural hazards, moisture, shock and impact etc. that are not caused by HVM Company or official orders.

The commissioned service provider is liable for any defects, performance delay and damage caused during the execution of services (e.g. on-site installation).

9 Payment

9.1 Payment methods

HVM Company claims all payments for products and services purchased on the HVM Company online shops directly from the customer. Merchants assign any payment claims resulting from the purchase contract between the merchant and the customer to HVM Company (cession). The customer acknowledges this cession and is obliged to make payments to HVM Company only.

Payment must be made in Swiss Francs.

Cash payment is possible for collection of products from HVM Company only. Products and services by merchants cannot be collected in-store and thus cannot be paid for in cash.

Payment methods available to customers for the online shop are listed under "Payment methods".

The current fees can also be viewed under “Payment methods” and are given in detail in the ordering process.

When paying by credit card or other instant payment methods, the amount is debited at the time of order.

In case of prepayment, delivery is made only after receipt of the payment. The products in stock at the HVM Company main warehouse are reserved until the expiration of the payment term, which is at least 19 calendar days. This also applies to products that are ordered from an external source, but processed and shipped in our warehouse. Products that are delivered to customers directly by a merchant or an external distributor are only ordered upon receipt of payment.

For fee-based purchases on account (only possible for products from HVM Company), customers are obliged to settle the invoiced amount within 20 calendar days of receiving the delivery without any (discount) deduction. In the event of a partial return of the delivered products, the invoiced amount may be reduced accordingly.

9.2 Delay of payment

Should customers fail to settle their payment obligations in whole or in part, all outstanding amounts owed to HVM Company for any purchases become immediately due (within 8 calendar days from the first reminder for prepayments). HVM Company may request immediate payment and suspend any further product deliveries to the customer.

HVM Company levies an administrative charge of CHF 5.– from the second reminder and CHF 20.– from the third reminder. Should the reminders be unsuccessful, the invoiced amount may be contracted to a collection agency (Intrum Justitia, Eschensstrasse 12, 8603 Schwerzenbach). In such an event, an additional effective annual interest rate of up to 15% may be invoiced for the owed amount as from the due date of payment. The agency contracted with the collection of the owed amounts claims the amount on its own behalf and on its own account and may levy additional service charges.

9.3 Reservation of ownership

All ordered products remain the property of HVM Company or the merchant until payment is received in full. HVM Company or the merchant is entitled to make an entry in the register for reservation of ownership. Without the express consent of HVM Company, no pledging, transferring of security, processing or modification is permitted prior to transfer of ownership.

10 Order change or cancellation

Order placement obliges the customer to accept the products and services. HVM Company or the merchant may, at its own discretion, accept subsequent order changes or cancellations by the customer and invoice an inconvenience charge of 20% of the cancelled order value, but no less than CHF 60.–, as well as any value loss of the ordered products.

In the event of (partial) inability to deliver (condition leading to termination) after order placement or contract conclusion pursuant to point 3, the customer is immediately informed by e-mail. If the customer has already made the payment, the amount is refunded. If no

payment has been made, the customer is exempted from the obligation to pay the amount due. Further claims for delivery delay or delivery failure are excluded.

11 Returning non-defective products

According to the conditions listed in the Return policy, HVM Company and all merchants grant the right to return ordered products within a maximum of 30 calendar days, or for products from third parties within a maximum of 14 calendar days, from their dispatch or collection.

Customers must register the return of a product in a clearly stated email to info@oneswit.ch and return it according to the instructions given. The products, together with all accessories, must be properly packed and returned in their original packaging. Damaged products cannot be returned or will be fully invoiced to the customer, respectively.

It is the customer's responsibility and obligation to delete all personal data stored on the product before transferring ownership to HVM Company or the merchant. HVM Company and their service partners retain the right to carry out additional deletions/resets to the product and delete any personal data. A total loss of data must be expected. HVM Company assumes no liability for any third-party access, use, editing or ownership of any remaining data stored on the product.

Should customers exercise their right of return according to the above-mentioned return conditions, HVM Company shall refund the total purchase price with the exception of any minimum order surcharge paid.

12 Repairs outside of the warranty

All repair costs incurred outside of the warranty pursuant to point 7 shall be borne by the customer. HVM Company or the merchant reserves the right to invoice the customer for the examination of the defect claimed as well as for shipping fees for all devices showing no detectable defects or defects that are not covered by the warranty pursuant to point 7.

13 Community

13.1 Activity in our community

By publishing comments and posts in our community, the author confirms to agree with the HVM Company Community terms and conditions.

14 Further provisions

14.1 Non-allocatable returns

Returns that cannot be allocated or returned to a customer are retained for six months by HVM Company or the merchant before being disposed of.

14.2 Uncollected or undeliverable warranty goods

If a customer fails to collect goods connected to our warranty service (pursuant to point 7) from one of our stores within six months after receiving the collection note, or the goods cannot be returned to the customer, HVM Company is entitled to use and, in particular, to dispose of the respective item.

14.3 Data privacy protection

The privacy statement is an integral part of these GTC. By accepting these GTC, customers also agree to the privacy statement.

14.4 Partial invalidity

Should individual terms of these GTC be invalid or void, the validity of the other provisions of these GTC are not affected by this.

14.5 Place of jurisdiction and applicable law

All legal relations between HVM Company and customers as well as between merchants and customers are subject to substantive Swiss law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

The following exclusive places of jurisdiction apply:

For any claims resulting from purchase contracts in which one party is HVM Company: For claims by consumers, the place of jurisdiction that applies is Valais or the consumer's place of residence. In any other case, the exclusive place of jurisdiction is Valais.

For any claims resulting from purchase contracts in which one party is a merchant: For claims by consumers, the place of jurisdiction that applies is the merchant's domicile or the consumer's place of residence. In any other case, the exclusive place of jurisdiction is the merchant's domicile.

14.6 Copyright notice

All rights to these GTC, particularly copyrights, are reserved by HVM Company.

All reproduction, distribution or other use is prohibited except with written permission from HVM Company. In the event of breach of this requirement, HVM Company reserves the right to take legal action.

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