

## Terms & Conditions

# Customer notice and general terms and conditions of Phonak Sounds AG (hereinafter “Phonak Sounds”)

### 1. Area of application

This customer notice and general terms and conditions (“T&Cs”) apply to all sales contracts between Phonak Sounds and customers in Switzerland or in the following EU member states: Germany, France, Italy, United Kingdom, Austria, Spain and Ireland, where such contracts are made via the internet. They do not apply to contracts between Phonak Sounds and its business partners. Any provisions which differ from these conditions are valid only with our prior confirmation in writing. We retain the right to add to, amend, or remove these T&Cs at any time.

### 2. Contracting parties

This website for the sale of products on the internet, is operated by Phonak Sounds AG, based in Laubisrütistrasse 28, 8712 Stäfa, Switzerland, registered in the Commercial Register of the Canton of Zurich, Switzerland under No.CH-020.3.030.997-3. You can use this address to submit any complaints and to claim your rights under the warranty (below, section 9.).

The VAT identification number of Phonak Sounds is 463 536

If you have any questions, please contact our customer service at: [audeo.pfe@phonak.com](mailto:audeo.pfe@phonak.com).

### 3. Conclusion of the contract

3.1 An order placed on the website constitutes a binding offer to enter into the relevant contract with Phonak Sounds. We reserve the right either to accept such offers or to decline them in either case within 7 days of receipt of your order. A binding sales contract for the goods ordered will only come into force once we have accepted your order. If we accept your order we will send you an order confirmation by e-mail.

3.2 The details and shipping conditions of your order are subject to the conditions chosen by you on the web site. The contract will be subject to the conditions applicable to the offer concerned (product features, price, shipping costs and additional charges). Please note that we are unable to quote exact shipping costs and additional charges on the web site except for deliveries to Switzerland, Germany, the UK and France (see 4.2 below).

3.3 By entering into the contract you are expressly stating that you agree to your personal data being handled in accordance with Phonak Sounds’ data protection provisions, available on this web site. It is not possible to enter into a contract without such agreement.

### 4. Price and additional charges

4.1 For customers with delivery addresses in Switzerland, Germany, the UK, or France: the total price of your order, including VAT and all shipping and other charges, will be quoted to you when you submit your order on our

web site, when we confirm receipt of your order on the website, and when we send you e-mail confirmation of your order.

4.2 For customers with delivery addresses in Austria, Italy, Spain or Ireland: delivery charges, customs and import duties, and VAT charges for each country will be invoiced to you separately. We will state the price of the products ordered, together with an estimate of the additional charges, when you place your order on our web site, when we confirm receipt of your order on the web site, and when we confirm your order by e-mail. Shipping, customs and import duties, and VAT all vary depending on quantity and weight, and on the country being shipped to. Phonak Sounds makes every effort to give you an accurate estimate of these additional charges, but does not guarantee the accuracy.

4.3 Prices are given in Swiss francs, Euro or Pound Sterling.

## 5. Payment terms

Goods are in principle supplied only after payment via the accepted payment methods Visa or MasterCard, for customers with domicile and delivery address in Switzerland also against invoice. Offsets are limited to undisputed claims.

## 6. Delivery

6.1 The goods ordered will be delivered by our delivery contractor, usually within 10 working days of the day following your order, to the delivery address specified by you. Delivery dates are binding only where confirmed as such by us in writing.

6.2 For customers with delivery addresses in Switzerland, Germany, the UK, or France: risk and responsibility on the goods pass to you at the moment of delivery.

6.3 For customers with delivery addresses in Austria, Italy, Spain or Ireland: risk and responsibility on the goods pass to you at the moment they are handed over by us to the company or person contracted to make delivery.

6.4 We ship only to Switzerland and to those EU countries listed on the website. If you order from another country, please contact us at 0041 (0) 58 9284848 or by e-mail ([audeo.pfe@phonak.com](mailto:audeo.pfe@phonak.com)), for information on how to purchase in your country.

6.5 You will be invoiced for charges for the return of goods in cases where an incorrect or incomplete address has been given, or where you have refused to accept delivery.

## 7. Cancellation of Contract and Money Back- Guarantee

7.1 As a customer you can cancel your order, without having to state any reason, within two weeks of receipt of the goods, and thus withdraw from the contract. Where this right is exercised within the period stated, you will cease to have any obligations under the order, and the purchase price will be refunded

Cancellation can be carried out in writing by letter or e-mail to the address given under item 2 of these T&Cs, or by returning the goods to the same address. You comply with the cancellation period if you dispatch the goods within this period.

7.2 In case the purchased goods do not meet your expectation, you may return them within max. 30 days from the date of receipt, stating the reasons why you are not satisfied, for a refund of the purchase price (additional



Money Back Guarantee). In this case, you have to fill in the Money Back Guarantee Form provided on our website, send it to us via fax or email within 30 days from the date of receipt of the goods, and dispatch the goods together with all accessories including the original packaging within the same 30 day period to the address stated in section 2, of these T&Cs. Please attach your proof of payment. Returning the goods is at your expense and risk.

7.3 We will check all goods returned to us. Products that have been purchased must be returned with all their accessories and original packaging and must be in mint condition. We will refuse a return if:

- the product is returned without its original packaging; or
- the product and accessories are not in mint condition.

## **8. Retention of title**

The goods remain our property until the purchase price and associated costs have been paid in full.

## **9. Phonak AG limited warranty**

9.1 As manufacturer, Phonak AG, CH-8712 Stäfa / Switzerland ("Phonak AG") provides a limited warranty on the purchased products. The terms of the warranty are listed under item 6 of the Instructions for Use booklet inside the product packaging. Item 6 of the Instructions for Use booklet alone defines the duration, scope and terms of the warranty. Phonak AG is exclusively responsible for the compliance with the warranty. Phonak Sounds is not responsible for compliance by Phonak AG with the obligations of the limited warranty.

9.2 In the event of a claim under warranty, you must send the product at your expense and risk to the address given under section 2 of these T&Cs, stating the defects for which you claim warranty. Phonak Sounds will forward the product to Phonak AG. Phonak AG will then deal with your warranty claim in accordance with item 6 of the Instructions for Use.

9.3 Please contact our customer services if you have any questions relating to the limited warranty.

## **10. Liability**

10.1 Item 2 of the Instructions for Use supplied with the Audéo PFE headphones gives detailed information on the risk of hearing damage resulting from the use of the headphones. Please read this section and follow its recommendations. Phonak Sounds is not liable for any damage arising from any breach of these recommendations.

10.2 Our liability to you is restricted to damage arising from willful intent or serious negligence. This limitation applies to all claims for damages irrespective of the legal cause they arise from, including unlawful actions; it does not apply to any liability under product liability provisions or for a guaranteed property of the product, or to liability for death or personal injury. This limitation of liability equally applies on employees, representatives and agents of Phonak Sounds.

## **11. Prohibition of assignment**

You may not assign your legal rights to third parties without our approval in writing.

## **12. Intellectual property protection**



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### **13. Final provisions**

13.1 Should individual provisions of these T&Cs be invalid in full or in part, this does not affect the validity of the remaining provisions. The wholly or partly ineffective provisions will be replaced by others, the content of which most closely approaches that of the ones that have become ineffective.

13.2 These T&Cs and contracts entered under the T&Cs are subject to the provisions of Swiss law, to the exclusion of UN Convention on the International Sale of Goods (CISG). The place of jurisdiction is Zurich, Switzerland.