

# General terms and conditions

Version 7.1; 08.12.2017

## 1. SCOPE / GENERAL

coop@home is Coop Genossenschaft's online supermarket, Thiersteinerallee 12, 4053 Basel. coop@home's services are restricted to the territories of Switzerland and the Principality of Liechtenstein.

The range of products on offer may differ slightly depending on the delivery location.

These General Terms & Conditions (henceforth "GTC") apply to all coop@home services.

## 2. REGISTRATION and ORDER PLACEMENT

### 2.1. Registration

Only legally competent persons may register with the online shop. Registration is free of charge. No entitlement exists for admission to the online shop. The data required for registration that are provided by the customer, must be complete and accurate. The customer is responsible for updating their own data.

Several times a year an infomail with the latest news or special promotions can be sent to the email address indicated during the registration process. The customer can unsubscribe from this infomail at any time by clicking on the appropriate link in the footer at the bottom of the email.

### 2.2. Order placement / contractual relationship

All orders must be placed online via the order page.

Orders may be placed up to ten days before the required delivery date. One-hour time slots can be reserved for deliveries by coop@home's personal delivery service.

Orders are confirmed to the customer by email. No contractual relationship exists between the customer and Coop until this order confirmation has been issued. Coop may decide for any reason whatsoever not to accept an order and to refuse to confirm it.

In placing an order, the customer confirms the accuracy of all the information they provide.

### 2.3. Volume limitations

The following maximum quantities apply to each order:

Beverages in multi-packs:	8 units - may be subject to additional restrictions for special offers
Beverages in single packs:	24 units
Beer in multi-packs:	10 units - may be subject to additional restrictions for special offers
Beer in single packs:	24 units
Milk in multi-packs:	10 units - may be subject to additional restrictions for special offers
Milk in single packs:	24 units
Flour:	40 units
Cat litter:	3 units
Cigarettes / Cigars:	3 units

In all cases, coop@home reserves the right to limit the delivery quantity for particular products or, if need be, not to deliver a particular product at all.

## **2.4. Amending and cancelling orders**

An order cannot be amended once it has been confirmed.

A confirmed order may be cancelled during Customer Service opening hours, up until 36 hours before delivery.

## **2.5. Incomplete order fulfillment**

coop@home's primary objective is to deliver all products ordered in the right quantity and to a high quality standard. In exceptional cases for various reasons, however, insufficient products may be available or it may not be possible to release a product.

If products are unavailable at the time of delivery, they are not delivered later and no substitute products are delivered. The actual quantity delivered is stated on the delivery note and on the invoice. The customer is not entitled to compensation, pecuniary or in kind, in respect to quantities delivered partially or not at all.

If an item is not delivered, despite being billed, the amount in question will be credited to the customer. No subsequent delivery will be made, and the customer is not entitled to claim compensation.

## **3. DELIVERY**

### **3.1. Order delivery**

Orders are delivered directly to the delivery address and recipient specified by the customer or are collected by the customer at the Drive-In or Pick-up location.

Deliveries are made either by coop@home's personal delivery service or by a delivery partner, depending on the nature of the order and the delivery location. Orders will be delivered to the front door of private residences (as far as accessible) and the reception desk of business customers. Mobile phone credit is delivered electronically.

### **3.2. Delivery times and adherence to delivery periods**

coop@home and our delivery partner make every effort to adhere to the delivery periods. However, all delivery times specified by coop@home are for guidance purposes only. If a delivery period is not complied with, the customer is not entitled to withdraw from the contract or to receive compensation. Should coop@home or its delivery partner not be able to deliver an order confirmed by coop@home, there is no obligation to carry out the delivery. The customer is not thereby entitled to compensation.

### **3.3. Delivery charges**

The amount of the delivery fee depends on the delivery method, order value minus any coupons/discounts and order frequency. Minimum volumes may apply, depending on the products and the nature of the delivery.

Products ordered at the same time but dispatched by different means may incur multiple delivery

charges. Shopping baskets containing products dispatched by different means are shown separately during the order process.

### **3.4. Delivery note and invoice**

Delivery notes and invoices are sent electronically whenever possible.

### **3.5. Delivery in the customer's absence**

For quality and security reasons, coop@home aims to hand the order over to the customer personally. When deliveries are made by our own drivers, the customer can specify where the order should be left if they are not at home. If deliveries are made by our partners, the order will be left outside the front door if the customer is not at home. For VinoLog deliveries, if the customer is not at home, they will receive a collection note.

If the customer chooses payment on delivery, however, they are obliged to be present at the agreed delivery time. If personal delivery and simultaneous payment is not possible, the order is taken back again. In such instances coop@home reserves the right to charge a flat compensation fee of CHF 50.

Once the order has been handed over or placed at the requested location, the benefits and risk, particularly the risk of theft, damage by third parties or environmental factors, are passed on to the customer.

Deliveries by our delivery partners to addresses with no home delivery are deposited at the location at which they place parcels for these types of addresses.

### **3.6. Empties**

Empty PET bottles, cardboard boxes and old carrier bags can be returned to the coop@home driver or delivery partner, with the next delivery. PET bottles must be collected in a PET bag, which can be ordered free of charge. Paper bags/cardboard boxes should be bundled together using the free recycling tape. Alternatively, PET bottles, carrier bags and cardboard boxes can also be collected and returned separately in old paper bags.

Glass bottles with and without a deposit, tins and aluminium packaging must be disposed of by the customer at official collection points.

### **3.7. Cancellation of a delivery by coop@home**

If, for reasons beyond Coop's control - such as an incorrect delivery address, the recipient's absence, lack of an access permit, bad weather or travel conditions, or similar, it should prove impossible or possible only with great difficulty, to carry out the delivery successfully, Coop is entitled to cancel the order. In this event, the customer is not entitled to compensation, pecuniary or in kind.

## **4. PRICES and PAYMENT**

The products and prices are basically the same as those available in Coop stores. Discrepancies are possible, however, especially where special offers and product ranges are concerned.

## 4.1. Prices

All prices are quoted in Swiss francs, including VAT at the applicable rate. The prices charged are those displayed on the [www.coopathome.ch](http://www.coopathome.ch) website at the time of the order. Where items are charged by weight (fruit, meat, cheese, etc.), the basic price per unit applies. The quantity of such items delivered, and therefore the price charged, may differ slightly from the quantity originally ordered. For prepacked and price-labelled fresh produce, the applicable price is the one in force when the order is prepared.

## 4.2. Payment methods / creditworthiness

Various payment methods are available, depending on the products and the means of dispatch. Coop is entitled to decide at its own discretion which payment method to accept in each case.

The customer expressly authorizes [coop@home](mailto:coop@home) to examine their creditworthiness by any means it considers appropriate, and, to this end, to pass on customer data to third parties if necessary.

If, at the time of order, the customer is in arrears with the payment of previous invoice amounts or has exceeded their personal credit limit, the option to pay "on receipt of invoice" is not available.

The option to pay "on receipt of invoice" is only available to legal entities following prior written application ([Invoice request for companies](#) or [Invoice request for public-law institutions/institutions](#)).

After delivery of the order, invoices are sent by email if possible, and otherwise mailed to the billing address specified by the customer or included directly with the order. Invoices are payable within 30 days without deductions or other discounts. Unauthorized deductions will be debited later. Failure to settle an invoice on time incurs a charge of CHF 20 plus default interest at a rate of 5% per annum.

If the customer's payment is late, Coop Cooperative is entitled to mandate a third party for the collection of outstanding payments and to assign its claims to third parties in Switzerland or abroad. In this case, all claims that are unpaid at that time will be assigned to a third party. The associated costs will be billed to the customer.

The payment methods available are displayed for selection when the order is finalized.

## 5. PRODUCT DECLARATION

### 5.1. Product information

We take care to update the product information published in the web shop regularly. In exceptional cases, the information may deviate from the details printed on the product packaging. In such an instance, the information on the packaging takes precedence.

Because recipes may change anytime, we recommend that you regularly consult the ingredients list and allergy-related information on the packaging.

### 5.2. Declarations of origin for fresh produce

If the origin of fresh produce delivered is not the same as the origin declared at the time of the order, or if its origin cannot be determined on receipt, the customer is entitled to request a refund to the value of the items concerned.

### **5.3. Bio Suisse**

Coop follows the strict standards set by Bio Suisse. In rare cases – due to seasonal availability - individual products may be included which are grown on farms in the process of receiving their organic certification.

### **5.4. Right of use**

coop@home has the exclusive right to use all product descriptions, images, photographs and texts.

## **6. SALE of ALCOHOL and TOBACCO PRODUCTS**

coop@home does not sell or supply alcohol or tobacco products to young people under the age of 18.

## **7. GUARANTEE of DATA COMMUNICATION**

Given the current state of technology, no guarantee can be given that data communication via the Internet will be error-free and/or available at all times. coop@home therefore accepts no liability in respect to the constant, uninterrupted availability of the online shop, nor for technical and electronic errors during a sales transaction, in particular for any delay in processing or accepting orders.

## **8. SPECIAL PRODUCT CONDITIONS**

### **8.1. CoopMobile contracts (postpay and prepay)**

Ordering and use of CoopMobile friends (postpay) and CoopMobile Prix Garantie (prepay) handsets and SIM cards are additionally subject to the [CoopMobile GTC](#) (postpay & prepay). The applicant and the contract holder must be over 18.

### **8.2. Prepay mobile phone credit**

coop@home sells mobile phone credit for various providers: CoopMobile, Salt, Swisscom, Sunrise, Lycamobile and Yallo.

Mobile phone credit should be activated as soon as possible. The activation code is valid only once. No exchanges or refunds are permitted.

### **8.3. Purchases of Coop gift vouchers**

Purchases of Coop gift vouchers are also subject to the relevant Coop [GTC](#).

### **8.4. Purchase of Coop catering platters**

When ordering catering platters from the coop@home online shop, the customer selects a store from which to collect the catering products. The collection period specified in the order confirmation is binding. If Coop is unable to provide the products for collection at the agreed time,

the customer may cancel the order when contacted by Coop. The customer is not entitled to make any further claims.

The customer may not choose a different store from which to collect the products once an order has been placed. If the customer is unable to collect the products at the agreed time, the store in question must be notified by telephone. The chosen collection date is binding. The usual opening hours of the chosen store apply for product collection. If a product is not collected on the agreed date, coop@home has the right to cancel the order and may charge a compensation fee of CHF 100 for the inconvenience caused. The customer undertakes to examine the products immediately upon collection to ensure that the products are correct, complete and undamaged. The customer must report any issues with the collected products to the meat or fish counter in the store without delay.

coop@home has the right to change their prices at any time. The prices charged are those displayed on the website [www.coopathome.ch](http://www.coopathome.ch) at the time of order. The "half lobster" product is a fresh product that varies in weight. When the customer places an order, an average price with an average weight will be displayed in their shopping basket. The quantity actually delivered, and therefore the price charged for such products, may differ slightly on the invoice compared to the original order.

Payment is due when the products are collected from the store. The payment methods accepted at the store in question apply. Coop may refuse to accept certain payment methods as a general rule or for individual customers without specifying the reason. Coop has the right to charge fees for certain payment methods.

Catering products ordered from coop@home are freshly prepared daily and the cold chain is maintained at all times. It is therefore not possible to return any products. Should the customer identify any issues with the quality of the products, they can contact Coop's customer service or the collection store's customer service and submit a complaint.

Coop Cooperative, Consumer Service, P.O. Box 2550, CH-4002 Basel  
Tel. +41 848 888 444

Claims for damages resulting from impossibility of performance, breach of contract or culpa in contrahendo and claims in tort are excluded, except in the case of wilful intent or gross negligence. Liability for indirect damages, loss of profit and consequential damages, which are suffered as a result of use, service errors or service failure, is excluded to the maximum extent permitted by law.

## **9. DISCOUNTS, PRIVILEGES & COUPONS**

### **9.1. Special offers**

coop@home's special offers often differ from those available in Coop stores or other Coop sales channels.

The order quantity of products on special offer may be limited.

### **9.2. Loyalty bonuses on delivery charges**

Coop may award loyalty bonuses in the form of reduced delivery charges to reward regular orders (next order placed within three weeks of the last one).

### **9.3. Coupons**

coop@home can only accept coupons that expressly state that they can be redeemed at coop@home. Only one coupon may be redeemed per order. Accumulation is not possible.

### **9.4. Superpoints**

The customer can specify their Supercard number during the order process to receive Superpoints for the items ordered from coop@home. The [Supercard GTC](#) apply.

### **9.5. Trophy stamps**

If a Coop Trophy special offer is taking place at the time of order, the customer can request Trophy stamps for the supermarket and wine items ordered.

Discounted Trophy products (with full points cards) can only be ordered if delivery is to be made by coop@home's own delivery service. Discounted Trophy products cannot be deposited but must be handed over in the presence of the recipient in return for the requisite number of full stamp cards.

Discounted Trophy products (with full points cards) cannot be ordered if the delivery is to be carried out by a delivery partner.

### **9.6. Staff discounts**

Holders of a Coop staff discount card can benefit from additional Superpoints on food and from discounts on non-food items at coop@home. To do so, they must go to 'My account' -> 'Summary of loyalty programmes' and enter their Coop staff discount card number before placing the order.

## **10. CUSTOMER SERVICE & COMPLAINTS**

Customer Service provides information and personal advice regarding any questions, problems or complaints about coop@home's services.

coop@home  
Customer Service  
Fegistrasse 9  
8957 Spreitenbach  
Tel.: 0848 847 848 (national tariff)  
Fax: 0848 847 849  
Email: [info@coopathome.ch](mailto:info@coopathome.ch)

Defects must be reported immediately on receipt of the order, otherwise the order is deemed to have been accepted by the customer as being in perfect condition. Latent defects must be reported to coop@home Customer Service immediately after they come to light.

## **11. GENERAL TERMS**

### **11.1. Data protection**

Data collected are treated as confidential and in good faith.

When contact is first made, your data is collected for business and marketing purposes in the form of personal information such as last name, first name, address, age, email address and Supercard number. In addition to data explicitly entered, information is gathered automatically from the log files (a form of working report produced by the computer) when you access the website. coop@home makes a distinction between master data (e.g. IP address, time and date of access) and activity data (e.g. name of file accessed, paths clicked on). For statistical purposes, this data is anonymously assessed, for instance to ascertain how many hits the portal receives each day.

Furthermore, any data you transmit (e.g. name, search fields, booking enquiries, form data) can be saved, even if it does not form part of a completed transaction (e.g. an order). Data of this kind is deleted after a maximum of 90 days.

The details of your purchases may be evaluated for marketing and advertising purposes. This evaluation is conducted for each customer using an anonymous, automatic process. coop@home conducts specific evaluations to determine target groups, thus enabling us to notify customers individually of product offers and other services.

Several times a year an infomail with the latest news or special promotions can be sent to the email address indicated during the registration process. The customer can unsubscribe to this infomail at any time by clicking on the appropriate link in the footer at the bottom of the email. Subscribers to the coop@home supermarket or wine newsletters can also unsubscribe at any time by clicking "Unsubscribe" at the foot of the newsletter.

coop@home uses Webtrends, Optimizely, Tealeaf and Google Inc.'s web analysis service Google Analytics. They use cookies to evaluate website use and to compile reports on website activities. coop@home also uses Crashlytics, a tool that records mobile app crashes. No personal data is collected. Only data regarding codes and device information is transmitted.

Your data, without details of your orders and purchases via coop@home, may be made available within the Coop Group.

Your data are only made available to Coop Group's partner companies that are specifically named in the General Terms and Conditions. Partner companies that Coop has entrusted with processing your data in connection with an order are not specifically named. Only those data are forwarded that are needed for processing the transaction. Data may be transferred abroad, however, data protection laws similar to Swiss legislation is guaranteed. Steps are taken to ensure that the partner company does not use the data except in the context of the specific mandate, i.e. that it does not use the data for its own advertising purposes or pass them on to a third party.

The latest security technology is employed to protect your data from unauthorized processing. Absolutely no liability is accepted in respect to the security of data transmitted via the Internet. Data are transmitted in encrypted form.

### **11.2. Contradiction between different language versions**

In the event of any ambiguities and/or inconsistencies between the German, French, English and/or Italian text, the German text shall be authoritative.



### **11.3. Severability clause**

Should any provisions of these GTC prove to be unenforceable or invalid, the validity of the remaining provisions shall remain unaffected.

### **11.4. Applicable law and jurisdiction**

Swiss law is solely applicable. The place of jurisdiction for natural persons is Basel-Stadt or the customer's place of residence. For legal entities, Basel-Stadt is the sole place of jurisdiction.