

## I. General provisions

1. The general terms and conditions of delivery apply to all services of Infotech insofar as no other agreement has been made in writing.
2. The order of a customer must be made in writing and requires the binding force of an order confirmation, which alone is authoritative for the contents of the contract (unless another agreement has been made).
3. Offers, drawings and other documents are the property of Infotech. Infotech reserves all rights in this regard, insofar as nothing to the contrary has been contractually agreed. In particular, documents from Infotech may be made accessible to third parties only after prior consent. They must be returned to Infotech at Infotech's request.
4. The delivered **software** remains the **sole property of Infotech**, even when licenses are paid for. Sublicensing is permitted only if approval is expressly given in writing.

## II. Prices and payment arrangements

5. Unless otherwise agreed, all prices are net, ex works, without packaging in freely available Swiss francs (CHF). All incidental costs, including taxes, fees, etc., shall be borne by the Customer unless otherwise agreed.
6. If no particular agreement has been made, one third of the purchase price shall be payable upon order confirmation, the rest following delivery.
7. Infotech is entitled, after timely notification of the customer and before performance of the service, to increase the agreed price in such a way as necessitated by general price developments beyond Infotech's control (such as exchange rate fluctuations, currency regulations, changes in customs duties, increases in material or manufacturing costs).
8. All invoices shall be due for payment within 30 days from the date of invoice. Cash discounts are not permitted. For late payments, interest on arrears of 3% shall be charged without prior warning starting from the 31st day following the invoice date.
9. The Customer may only offset against claims that are undisputed or have been legally established.

## III. Delivery arrangements

10. The delivery period begins after clarification of all technical details and any questions regarding shipment of the definite order confirmation.
11. If Infotech cannot provide the service by the due date for reasons for which it is not responsible (unavailability of the service), it shall promptly inform the customer of this and simultaneously communicate the anticipated, new delivery date. If the service is not available within the new delivery date as well, Infotech shall be entitled to withdraw from the contract in whole or in part; Infotech shall immediately refund any counterperformance already made by the customer. A case of non-availability of the service in this sense is, for example, the non-timely delivery to Infotech by suppliers.
12. If Infotech is prevented from executing or delivering the order due to force majeure, the delivery period shall be suspended. Force majeure as defined by this contract shall also include natural disasters, official measures (including economic sanctions), official decisions, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other industrial unrest, confiscation, embargoes, epidemics, pandemics, fire, energy shortages, significant operational disruptions or other circumstances that are unforeseeable, serious and no fault of the contracting parties.
13. Unless otherwise agreed, installation work shall be paid for separately.

## IV. Export control

14. The Customer acknowledges that the deliveries may be subject to the statutory provisions and regulations on export control at Infotech's registered office and/or foreign statutory provisions and regulations and may not be sold, leased or otherwise transferred or used for any purpose other than the agreed purpose without an export or re-export license from the competent authority. The Customer undertakes to comply with such provisions and regulations. The Customer shall observe that these may change and can be applied to the contract in whichever wording is valid. The deliveries must not be used in any way, either directly or indirectly, in conjunction with the design, manufacture, use or storage of chemical, biological or nuclear weapons or carrier systems.

**V. Retention of title and indemnity**

15. Infotech shall retain the title of its deliveries until full payment of the invoices and is authorized to have the reservation entered in the relevant register on its own initiative.
16. In the event of resale, even in the installed condition, the claim for purchase price shall be deemed transferred to Infotech.
17. The goods subject to retention of title must not be pledged or transferred as security.
18. Furthermore, Infotech reserves the right to transfer its invoices in whole or in part.
19. If the financial situation of a customer substantially worsens during the term of an order, Infotech has the right to make its services contingent on an indemnity. If this is not done, Infotech shall be entitled to withdraw from the contract and claim the resulting damages.

**VI. Risk of loss**

20. The risk shall be transferred to the Customer as follows:
  - 20.a. For deliveries without installation or assembly: when the goods have been shipped or picked up. Upon the wish and at the expense of the Customer, deliveries from Infotech shall be insured against the usual transport risks.
  - 20.b. For delivery of goods with installation or assembly on the day of acceptance on the Customer's premises or, if agreed, after a flawless trial run.
21. If the Customer defaults in acceptance, the risk shall be transferred to him.

**VII. Warranty/guarantee**

22. Infotech shall provide a warranty period of 12 months starting from the transfer of risk.
23. The Customer must inspect the delivery within 8 working days of receipt and make a claim in writing with respect to patent defects. Claims with respect to latent defects must be made in writing within 8 working days of their discovery. If this does not occur, the goods shall be considered accepted in this regard.
24. Infotech must be granted appropriate time and opportunity to remedy the defects. If this is denied, it shall be free of the warranty in this respect.
25. The warranty does not cover natural wear and tear or damage arising after the transfer of risk (and) as a result of incorrect or negligent handling, excess stressing, unsuitable operating materials, etc.
26. Under no circumstances shall the Customer have a right to reimbursement for damages that are not caused by the delivery item itself, such as loss of production, utilization losses, loss of orders, loss of profit, and other direct or indirect damages. This disclaimer shall not apply to unlawful intent or gross negligence on the part of Supplier.

**VIII. Manufacturer's notice**

27. Infotech shall be permitted to attach a manufacturer's label in every case.

**IX. Data privacy**

28. Infotech collects, processes and uses the Customer's data insofar as this is necessary to establish, execute or terminate the contractual relationship. Further collecting, processing and use of the Customer's data shall occur only to the extent in which a legal provision allows this or the Customer has consented to this. Infotech is entitled to transfer the Customer's data to third parties insofar as this is required to execute the contractual relationship.

**X. Place of jurisdiction and applicable law**

29. The place of jurisdiction is **Solothurn, Switzerland**. However, Infotech also has the right to bring a lawsuit against the Customer at the court of the Customer's jurisdiction.
30. Swiss law shall apply (to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, CISG).