

General Terms and Conditions

ITpoint Systems AG, Riedstrasse 1, CH-6343 Rotkreuz
(hereinafter referred to as *ITpoint*)

1. General

These "General Terms and Conditions", hereinafter referred to as GTC, govern the rights and obligations in the relationship between *ITpoint* and its customers. They apply to all business relationships between *ITpoint* and customers, in particular to the supply of products, the provision of services, project management and consultancy, unless otherwise agreed in writing. Apart from specific provisions in framework agreements or other individual written agreements, all our information documents, price lists, quotations, project plans, concepts, deliveries and services, as well as verbal and written purchase and project contracts, are subject to these GTC. The supplementary provisions of the hardware and software maintenance contracts apply to the maintenance of hardware and software.

The contract between *ITpoint* and the customer comes into effect upon receipt of the order confirmation by the customer. The content of the order confirmation shall be deemed accepted unless any objections are raised in writing without delay.

Unless otherwise specified, the term 'products' as used below refers to: hardware, software, concepts, projects, consultancy and other services.

Third-party software (software not developed by *ITpoint* itself) is resold by *ITpoint*. The customer concludes the relevant purchase contract with the relevant software supplier. The customer confirms that they have agreed to the supplier's relevant contractual terms.

The customer's terms and conditions shall only apply if and to the extent that they have been expressly accepted in writing by *ITpoint* and do not conflict with *ITpoint's* General Terms and Conditions.

All ancillary agreements, amendments, additions and legally relevant declarations must be in writing to be valid; this requirement is also met by a digital signature, which need not meet the standards of a qualified electronic signature as defined in Article 14(2bis) of the Swiss Code of Obligations.

Should individual provisions be or become ineffective or invalid, the validity and effectiveness of the remaining provisions shall remain unaffected. In such a case, the invalid provision shall be reinterpreted or supplemented in such a way that the regulatory purpose intended by it is achieved as far as possible.

ITpoint may amend the GTC at any time. The current and binding version of the GTC is available at <https://www.itpoint.ch/agb/>. Amendments shall be notified to the customer and shall come into force within one month unless the customer objects in writing.

2. Information materials / price lists / quotations

The information materials (catalogues, product sheets, newsletters), price lists and quotations, in particular the illustrations and details contained therein, are provided for general guidance and are always subject to change and non-binding. This does not apply to quotations drawn up specifically for a customer.

3. Prices

Unless otherwise stated, prices are quoted in Swiss francs, duty paid, in standard packaging ex *ITpoint* warehouse in Switzerland, plus transport, insurance and SWICO. Details regarding VAT can be found on the price lists as well as on order confirmations and invoices. In case of doubt, the prices quoted are exclusive of VAT. Prices are subject to change at any time until the contract is concluded. Support services are not included in the product price and will be invoiced to the customer separately in accordance with the rates in the relevant price list or as per a special agreement.

In the context of service provision, both fixed-price and time-and-materials services are provided. Fixed-price services are defined as all services which *ITpoint* provides for the customer during the contract period without incurring any further costs exceeding the fixed price. Time-and-materials services are all those services which are invoiced at *ITpoint's* applicable rates based on the time and effort involved.

In the event that the customer fails to consult the available software and/or hardware documentation sufficiently, the service to be provided by *ITpoint* under the flat-rate arrangement shall be limited to informing the customer where they can find relevant and issue-specific information within the

documentation available to them.

The contractually agreed prices for the supply of software for use include only the fee for use within the scope of *ITpoint's* separate licence terms. Services provided by *ITpoint* in connection with the delivery, installation and commissioning of the software are not included. Unless otherwise agreed, such services will be invoiced separately.

The fees payable for software maintenance, hardware maintenance and hardware backup are based on the rates applicable at the time for the billing of such services. Unless otherwise stated, the rates listed in *ITpoint's* current price, fee and charges list shall apply.

4. Payments

All payments must be made strictly net within 30 calendar days of the invoice date (due date) or in accordance with the order confirmation or invoice. Payments must be made without deduction of any discounts, expenses, taxes, levies, fees, customs duties or similar charges. The absence of minor items from the order, warranty claims or other counterclaims against *ITpoint* do not entitle the customer to defer payments due. Offsetting against any claims the customer may have against *ITpoint* is excluded, unless mandatory law provides otherwise. If a customer fails to meet their payment obligation by the due date despite a reminder (default), *ITpoint* is entitled to charge default interest of 9% from the due date. The customer is obliged to notify *ITpoint* immediately if liquidity problems are foreseeable. *ITpoint* may demand advance payment or cash on delivery at any time. In the event of late payment by the customer, *ITpoint* shall send the customer at least two written payment reminders. If the customer fails to respond to the payment request, *ITpoint* is entitled to suspend all further deliveries and services to the customer, in whole or in part, until its claims have been settled or secured. All consequences arising from such a suspension of deliveries shall be borne exclusively by the customer.

At *ITpoint's* request, the customer shall assign to *ITpoint*, by way of payment, their claims against end customers arising from the resale of the products supplied by *ITpoint*.

The customer is obliged to pay the invoice regardless of whether they are able to deliver, invoice or collect payment for the products from their end customer in the course of resale.

5. Retention of title

The products supplied by *ITpoint* shall remain the property of *ITpoint* – for as long as they are in the customer's possession – until *ITpoint* has received the purchase price in full and in accordance with the contract.

The customer hereby gives their written consent that, until the purchase price has been paid in full, *ITpoint* is entitled to unilaterally register a retention of title in the retention of title register in all respects essential for registration at the customer's place of residence or registered office (see Art. 715 of the Swiss Civil Code and Art. 4(4) of the Ordinance of the Federal Supreme Court on the Registration of Retentions of Title; SR 211.413.1).

Until the purchase price has been paid in full, the customer is obliged to maintain the products delivered by *ITpoint*, to handle them with care and to insure them against all customary risks. The customer is further obliged to take all measures to ensure that *ITpoint's* title is neither impaired nor extinguished. Pledging, transfer by way of security or other dispositions in favour of third parties are not permitted without the prior written consent of *ITpoint*.

6. Scope of delivery

The scope and nature of the delivery or service shall be governed by the written sales contract, project contract, order confirmation or delivery note. Goods or services not included therein will be invoiced separately. *ITpoint* reserves the right to make changes to the design and specification of the goods at any time. *ITpoint* is under no obligation to make such changes to products that have already been delivered. Partial deliveries are permitted and will be invoiced. Any changes to or cancellations of orders requested by the customer require a written agreement with *ITpoint*. *ITpoint* may charge the customer for costs that have already been incurred.

ITpoint is free to transfer contractual performance obligations to suitable third parties capable of providing the service, if necessary, provided that this does not have any adverse effects on the customer in terms of costs, quality and timely performance of the service to be provided. A full or partial transfer of performance obligations shall not affect the legal relationship between *ITpoint* and the customer.

7. Obligation to deliver

Impossibility of performance through no fault of ITpoint or unreasonable hindrance to performance releases *ITpoint* from its obligation to deliver. The contractual relationship remains fundamentally unaffected by this. In the event of disruptions to performance resulting from circumstances beyond *ITpoint's* control, such as natural disasters, epidemics, pandemics, war or war-like conditions, cyber attacks, strikes, lockouts, material shortages, transport or operational stoppages at the manufacturer's premises, or transport problems, *ITpoint* is entitled to cancel the order or terminate the contract without the customer being able to derive any claims therefrom.

8. Delivery time

Delivery times communicated by *ITpoint* are intended as guidelines and, as such, are not binding. *ITpoint* shall endeavour to adhere to these even in the event of unforeseeable difficulties. Failure to meet delivery times shall not entitle the customer to withdraw from the contract or to claim damages. If a delivery date is postponed due to a change to the order by the customer, prices are subject to change. If *ITpoint* is unable to provide the contractual services on time, or can only do so in part, because the customer has failed to fulfil their obligations on time, or because they have subsequently made changes to the service description, any guarantee of timely service provision shall lapse.

9. Shipping, Transport and Insurance

Transport shall be at the customer's expense and risk, unless otherwise agreed in writing. Any special requests regarding dispatch, transport and insurance must be notified to *ITpoint* in good time.

Complaints relating to dispatch or transport must be addressed by the customer to the last carrier immediately upon receipt of the delivery or the freight documents. Insurance against damage of any kind is the responsibility of the customer, unless the parties agree otherwise in writing.

10. Transfer of Title and Risk

Title and risk shall generally pass to the customer upon handover of the products. If the products are dispatched, title and risk shall pass to the customer at the latest upon dispatch of the delivery from the ITpoint warehouse in Switzerland.

If the customer fails to collect the products by the agreed deadline, or if dispatch is delayed at the customer's request or for other reasons for which *ITpoint* is not responsible, the risk shall pass to the customer at the time originally scheduled for delivery or dispatch. In such cases, the products shall be stored at the customer's expense and risk for five days and then forwarded to the customer. All other rights in the event of default by the customer pursuant to Art. 91 et seq. of the Swiss Code of Obligations remain reserved.

11. Inspection and acceptance of deliveries and services

The customer is obliged to inspect the products and services delivered by *ITpoint* for completeness and correctness immediately upon receipt or collection and to notify *ITpoint* in writing of any damage, defects or complaints immediately upon discovery, at the latest 10 calendar days after receipt or collection.

In the event of failure to notify ITpoint in good time, all guarantees, warranties and other claims of the customer shall lapse, unless the damage or defect was not apparent during the required initial inspection. Clause 14.2 applies to complaints regarding hidden or subsequently occurring defects.

12. Special obligations of the customer

The customer undertakes to carry out the installation and commissioning of the delivered software and hardware in accordance with the guidelines of *ITpoint*, the manufacturers or suppliers, either themselves or by having it carried out by *ITpoint* or other third parties qualified and authorised to do so.

The Customer undertakes to train users appropriately and effectively, or to have them trained by *ITpoint* or other third parties qualified and authorised to do so.

The customer shall grant *ITpoint* the access to its premises, the relevant operational facilities, and the relevant documentation and manuals that is

necessary for the provision of services.

The customer shall document any exceptional conditions and error messages that occur and shall assist *ITpoint* in troubleshooting and rectifying faults.

The Customer undertakes, for the duration of support, maintenance and backup contracts, not to carry out any actions on the software and/or hardware that are not expressly provided for in connection with the intended purpose and normal use of the software and/or hardware, and which the Customer is not qualified or authorised to perform. This provision also includes actions by any third parties commissioned by the customer.

13. Return of products

The return of products by the customer requires the prior written consent of *ITpoint* and is at the customer's expense and risk. Products must be returned in their original packaging, accompanied by a detailed description of the fault or defect and the proof of purchase. *ITpoint* reserves the right to return products with missing, defective or damaged original packaging, or products that are no longer in perfect condition, to the customer at the customer's expense and risk. If a return is made without a description of the fault, *ITpoint* may carry out a fault-finding procedure at the customer's expense (minimum charge of one hour). In all cases, the procedures defined by *ITpoint* and the manufacturer shall apply. The customer must request a 'return number' from *ITpoint* prior to returning the goods.

14. Guarantee / Warranty

14.1 General

Prior to concluding the contract, the customer has personally verified the functionality, quality and operability of the products offered to them and has sought advice from independent third parties in accordance with their needs and as required. The customer confirms that they wish to receive the products in the form presented to them. The customer is solely responsible for defining the content of the products in accordance with their requirements, particularly with regard to legal requirements and customer-specific requests.

ITpoint accepts no liability for third-party software and hardware, as it is not a party to the contract. With regard to these guarantees, reference is made to the separate contract between the customer and the relevant third-party supplier.

It is possible that certain versions of third-party products used by *ITpoint* may contain errors or that the products may be delivered late. *ITpoint* cannot accept any liability in such cases. The same applies to the unforeseeable absence of *ITpoint* staff, for which *ITpoint* bears no fault.

ITpoint cannot guarantee that the products it supplies can be used continuously and without error in all combinations desired by the customer with any data, IT systems and programmes, nor that the correction of a programme error will prevent the occurrence of other programme errors. In particular, *ITpoint* cannot guarantee that the products it creates will function via interfaces with any other software.

14.2 Project services

ITpoint generally provides a warranty for all products (except third-party software and hardware, see Section 14.1). The warranty periods for the various product groups and services vary. Details regarding the warranty period for individual product areas are specified in the relevant price lists, contracts or invoicing documents. If such details are missing from the applicable price lists or delivery documents, a warranty of 6 months from the invoice date applies to the hardware.

Responsibility for the selection, configuration, deployment and use of products, as well as the results achieved therefrom, lies with the customer or the purchaser of the products, i.e. the end customer.

The customer acknowledges that *ITpoint* does not carry out any incoming inspections of the products supplied by manufacturers or suppliers.

ITpoint will rectify any defects attributable to demonstrably poor materials or faulty workmanship during the warranty period, and will repair or replace defective parts. Compensation for any other direct or indirect damage is expressly excluded, insofar as such exclusion is legally permissible.

Furthermore, the customer acknowledges that a defect shall only be deemed to exist if it is reported to *ITpoint* in writing in detail immediately upon discovery and involves a relevant and reproducible fault. The warranty is specifically excluded for defects arising from any of the following causes:

- inadequate maintenance;

- failure to observe the operating or installation instructions;
- improper use of the products;
- use of unauthorised parts and accessories;
- natural wear and tear;
- Transport, improper handling or treatment;
- Modifications or attempted repairs;
- breach of the customer's contractual obligations;
- external influences, in particular force majeure (e.g. failure of the power supply or air conditioning system, damage caused by natural forces), as well as other reasons for which neither *ITpoint* nor the manufacturer/supplier is responsible.

The customer must review the documents provided to them during the performance of the contract (project specifications, implementation plan, various checklists, etc.) and notify *ITpoint* in writing of any objections or defects immediately, or at the latest within 10 calendar days of their handover by *ITpoint*. The productive use of systems supplied by *ITpoint* for a period of 10 calendar days without a written complaint from the customer shall be deemed acceptance of the service provided.

15. Liability

ITpoint shall only be liable for direct damage and only if the customer proves that this was caused by gross negligence or wilful misconduct on the part of *ITpoint*, its agents or third parties commissioned by *ITpoint*. Liability shall in any case be limited to the immediate rectification of the circumstances causing the damage. Liability is limited to the price of the respective delivery/service, up to a maximum of CHF 100,000. Any further liability on the part of *ITpoint*, its agents and third parties commissioned by *ITpoint* for damages of any kind is excluded to the extent permitted by law. In particular, the customer shall under no circumstances be entitled to compensation for indirect or consequential damages, such as (without limitation) loss of production, loss of use or data, loss of orders, loss of profit, or other indirect or consequential damages.

Acts of God, as well as events beyond *ITpoint's* control, such as, in particular, natural disasters, epidemics, pandemics, cyber attacks, war or war-like conditions, strikes, lockouts, official measures of any kind and disruption to transport routes in the countries of manufacture, transit or destination of the software and/or hardware to be delivered, release *ITpoint* from any liability.

16. Software Licences / Copyright

Unless otherwise agreed, the software licences acquired by the customer grant the customer the non-transferable and exclusive right to use the software for their own purposes. All other rights remain with *ITpoint* or its licensors.

All industrial property rights to goods and works produced by *ITpoint* in its own name (such as concepts, software, etc.) are vested exclusively in *ITpoint*, i.e. they are transferred to *ITpoint*, insofar as they have not already arisen there. The customer undertakes, upon *ITpoint's* first request, to take any necessary steps and make any necessary declarations required for the transfer to *ITpoint*.

Any breach of software licences, in particular the unauthorised disclosure of programmes, programme copies or programme manuals, shall give rise to a liability on the part of the customer to compensate *ITpoint* for damages amounting to at least the sum of the claims asserted against *ITpoint*. The right to claim further damages remains reserved.

Should third parties assert claims against the Customer on the basis of intellectual property rights to software or concepts created by *ITpoint* which they claim to own, the Customer must inform *ITpoint* immediately. *ITpoint* shall, at its own discretion and where possible, conduct the proceedings itself, participate in the Customer's proceedings and/or modify the software. If the customer fails to notify *ITpoint* immediately in writing, they shall forfeit all claims against *ITpoint*.

Copyright and licences for third-party software are governed additionally by the terms and conditions between the software supplier and the customer.

17. Re-export

All products are subject to the export control regulations of the exporting countries as well as Swiss import regulations. The customer is responsible for compliance with all import and export regulations.

18. Data protection and confidentiality

The Customer undertakes to treat all observations, information and documents to which it has access in the course of its business relationship with *ITpoint*, and in respect of which *ITpoint* has an interest in confidentiality, with due care and confidentiality, and to use them only to the extent necessary to achieve the purpose of the contract. This obligation shall continue to apply without restriction even after the term of the contract has expired. The parties mutually undertake to treat as strictly confidential all trade secrets of which they become aware of each other within the scope of this contract and which are not in the public domain. They mutually undertake to impose this duty of confidentiality on their employees and agents as well.

The Customer consents to the storage, processing and use of their personal or company-related data, insofar as this is necessary within the scope of the business relationship. Data processing shall be carried out in accordance with *ITpoint's* privacy policy, available at <https://www.itpoint.ch/datenschutz/>. Where *ITpoint* undertakes data processing on behalf of the Customer within the scope of the business relationship, the parties shall enter into a data processing agreement. Furthermore, the Customer agrees that *ITpoint* may process customer-related data for the purpose of assessing the Customer's creditworthiness and may disclose such data to the credit insurance company commissioned by *ITpoint*.

19. Miscellaneous

Rights and/or obligations arising from individual contracts (deliveries, services) may only be transferred by the customer with the prior written consent of *ITpoint*.

In the event of any disputes, Swiss substantive law shall apply exclusively, to the exclusion of conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction is Zug, although *ITpoint* is free to bring proceedings against the customer at the customer's ordinary place of jurisdiction.

Rotkreuz, 1 June 2026