



# General Terms and Conditions of Richnerstutz AG

## 1. General Provisions

### 1.1. Contractual Basis

Richnerstutz AG provides its services, awards its contracts, and places its orders based on these General Terms and Conditions ("GTC"). Unless otherwise agreed in writing, the general terms and conditions of the customer or supplier shall not apply.

An agreement via email exchange shall suffice to fulfil the written form requirement of these GTC.

For certain goods and services, Richnerstutz AG may be required to transfer conditions of suppliers to the customer (e.g., software license agreements). These special terms and conditions are set out in the offer and shall, in addition to these GTC, form an integral part of the Agreement.

Offers from Richnerstutz AG are valid for a limited period of time. The period specified in the offer runs from the date of the offer.

In the event of inconsistencies between offers from Richnerstutz AG and the GTC, the offers shall take precedence. Information contained in prospectuses and catalogues is not binding.

Richnerstutz AG reserves the right to amend and supplement these GTC. The currently applicable version shall be published on the website of Richnerstutz AG.

### 1.2. Rights to Materials and Results

Unless otherwise agreed in writing, Richnerstutz AG retains all rights (particularly copyrights, trademark rights, design rights, etc.) to materials and work results created by Richnerstutz AG or its suppliers. Suppliers shall grant Richnerstutz AG the corresponding rights to materials and work results to the extent possible under applicable law. Customers shall be granted a non-exclusive, non-transferable right of use to goods and services ordered for the duration of the Agreement, while taking account of suppliers' terms and conditions.

### 1.3. Rights of Third Parties

The customers or suppliers of Richnerstutz AG confirm that they hold the necessary rights (particularly copyrights, trademark rights, design rights, etc.) to the material delivered by them to Richnerstutz AG and that such material does not infringe any third-party rights.

Richnerstutz AG is entitled to list each order as a reference project in its advertising materials (print and online) by naming the relevant contractual partner and using the corresponding material. Richnerstutz AG may, upon request, authorise suppliers engaged by it to perform the Agreement to disclose the order as a reference project. Richnerstutz AG has full discretion as to whether or not to grant an authorisation or to withdraw an authorisation granted.

The customers or suppliers shall indemnify Richnerstutz AG in full in the event of any third-party claims and shall reimburse all costs and expenses of Richnerstutz AG (including the costs of adequate legal representation).

### 1.4. Set-Off

The customer or supplier of Richnerstutz AG waives the right to set off any claims of Richnerstutz AG against its own claims.

### 1.5. Confidentiality

Richnerstutz AG and the customer or supplier mutually agree to maintain the confidentiality of all confidential information. All information that one party discloses or has already disclosed to the other party or that becomes or has become known to the receiving party in connection with the conclusion or performance of the Agreement or otherwise shall be deemed confidential regardless of the form of such disclosure. This duty shall not apply to information that is demonstrably publicly known or becomes publicly known through no action of the receiving party.

The duty of confidentiality shall continue to apply even after termination of the contractual relationship.

Confidential information may only be made available to employees of the receiving party who need it for the performance of the Agreement and are obligated to maintain confidentiality for an indefinite period both during the current employment relationship and after its termination. Confidential information may only be

made accessible to third parties with the prior written consent of the disclosing party. The receiving party shall transfer the corresponding duties of confidentiality to third parties.

Upon written request by the disclosing party, the receiving party agrees to destroy the specified documents and data carriers and to confirm this in writing.

### 1.6. Jurisdiction and Applicable Law

The contractual relationship shall be governed by substantive Swiss law, excluding the rules of international private law (PILA) and the Vienna Convention on Contracts for the International Sale of Goods.

The place of jurisdiction shall be the registered office of Richnerstutz AG. Richnerstutz AG may also take legal action against the customer or supplier in any other competent court.

## 2. Richnerstutz AG as Supplier

### 2.1. Provision of Services

Richnerstutz AG shall be entitled to engage third parties for the provision of services or to delegate to them the obligation to perform in whole or in part.

### 2.2. Binding Offer / Order Confirmation

Changes to the scope of services at the customer's request after issuance of the order confirmation are only possible upon consultation with Richnerstutz AG. The customer shall bear all costs arising in this regard in accordance with the additional offer.

If the customer cancels an order after the order confirmation has been issued, the entire amount of the order shall remain due. Richnerstutz AG is at liberty to use the ordered goods or the leased property for any other purpose. In this case, Richnerstutz AG shall only charge the customer the difference between the order amount owed by the customer and the net proceeds from the replacement transaction.

### 2.3. Customer's Duty to Cooperate

The customer agrees to support Richnerstutz AG in fulfilling its contractual obligations and to fulfil its necessary cooperation duties (e.g., creation of the agreed installation environment, provision of equipment, software, rooms, power supplies, telecommunications services, data delivery, provision of plans) on time and in full.

The customer shall be responsible for obtaining any permits necessary for the use of the ordered goods or the leased property and shall bear the related costs.

The customer is exclusively responsible for the security and confidentiality of its access data, the accuracy of its own information and content provided by third parties, as well as for backup copies of such information and content on Richnerstutz AG's systems.

The customer shall bear any and all costs and losses incurred because of a breach of its duties of cooperation.

### 2.4. Transfer of Benefit and Risk

The benefit and risk shall pass upon delivery of the goods to the customer or the third party designated by the customer to accept the goods.

### 2.5. Collateral

Richnerstutz AG shall remain the owner of the goods delivered by it until they have been paid for in full (reservation of title). The customer authorises Richnerstutz AG to register its ownership in the official register at any time.

Usage licenses are subject to payment in full of the license fees and shall expire after non-payment despite a single reminder.

### 2.6. Leased Properties

The customer may only use the leased properties for its own purposes and to the extent specified in the order. The customer may not pass on the leased property to third parties.

The customer shall be fully liable for damage to the leased property caused by it or by third parties. The customer must insure the leased property appropriately for the duration of the lease. The



- lessee shall also bear the costs of any services by Richnerstutz AG or third parties engaged by Richnerstutz AG which may become necessary due to improper handling of the leased property.
- Repair and maintenance work on the leased property may be carried out exclusively by Richnerstutz AG or by third parties directly engaged by Richnerstutz AG.
- The customer shall bear the costs in the event of late return of the leased property.
- 2.7. Validity of Offers, Prices, Payment Terms**  
Subject to any written agreements to the contrary, the following shall apply:
- Unless otherwise specified in the offer, offers of Richnerstutz AG shall be valid for a period of 20 days from the date of the offer.
- The prices offered by Richnerstutz AG are not fixed prices; Richnerstutz AG reserves the right to adjust them. However, unless otherwise stated, the prices indicated in the subsequent order confirmations are fixed prices.
- The prices are net prices in Swiss francs. All services not explicitly agreed upon as included are not included. In particular, travel, transportation, shipping, insurance, installation, system integration, maintenance and disposal costs, data maintenance and migration costs, training, travel time and expenses shall be charged separately.
- The following payment terms shall apply:
- 50% upon confirmation of order
  - 50% at the same time as delivery, although partial deliveries and partial services may also be invoiced
- In case of late payments, default interest of 6% shall be due from the invoice date, no further reminder being required. Richnerstutz AG is further entitled to discontinue all work until all payments due have been made. In the event of non-payment, upon expiration of a grace period, Richnerstutz may withdraw from the Agreement, demand the return of any products already delivered or revoke any licenses granted. This shall not affect all other claims of Richnerstutz.
- The prices of Richnerstutz AG shall only apply upon acceptance of the offered quantities and performance. In the event of cancellation/change of orders already placed, a corresponding additional expense shall be charged.
- 2.8. Delivery Deadlines**  
Delivery periods or delivery deadlines are only indicative and non-binding unless otherwise agreed in writing. Insofar as delivery periods or deadlines have been agreed upon as binding, the delivery period shall commence on the following day after Richnerstutz AG became aware of the acceptance of the Agreement.
- If delays occur that Richnerstutz AG is unable to avert despite exercising due care, the delivery deadlines shall be postponed accordingly (e.g., due to bad weather, force majeure, administrative orders [e.g., during the COVID pandemic], default in the provision of services by third parties, including late deliveries of materials by third parties).
- Changes to the subject matter of performance by the customer after issuance of the order confirmation or failure by the customer to comply with its duties of cooperation may also result in a postponement of the delivery periods or deadlines.
- Partial deliveries and partial performance shall be permitted.
- 2.9. Availability**  
If Richnerstutz AG makes platform access available to the user, the customer acknowledges that downtimes (necessary business interruptions) may occur for the purpose of maintenance and repair work or for the purpose of updating or due to technical or other problems beyond the control of Richnerstutz AG, particularly due to force majeure, the fault of third parties, the failure of the telecommunications network, power outages, disruptions at the internet service providers on whose servers the service application is hosted, etc. However, the customer shall not derive any claims from such downtimes. Downtimes for maintenance, care and repair shall be reported to the user as soon as possible by Richnerstutz AG.
- 2.10. Inspection and Acceptance**  
The customer must inspect Richnerstutz AG's deliveries within four working days and report any defects to Richnerstutz AG in writing within an additional four working days.
- If additional defects are identified within the warranty period, they must also be reported to Richnerstutz AG in writing within four working days of their discovery.
- If the customer fails to inspect the deliveries in good time or to notify Richnerstutz AG in good time and in writing, the delivery shall be deemed to have been approved.
- 2.11. Warranty**  
Unless otherwise specified in the offer, the warranty period shall be three months after delivery or, in the case of software, six months. In the case of sub-components, a manufacturer's warranty may exist, which Richnerstutz AG shall transfer to the customer. Such manufacturer warranties are specified in the offer.
- In the event of timely review and notification, Richnerstutz AG shall only be obligated to rectify the defect within a reasonable period, to the exclusion of the rescission and reduction claims, and the buyer waives any further claims for damages.
- Any warranty by Richnerstutz AG shall be excluded in the event of unauthorised alteration, manipulation, improper handling or repair by the customer or third parties not authorised by Richnerstutz AG. Any corresponding additional expenses and costs shall be borne by the customer.
- 2.12. Liability**  
In terms of defects in a delivery, the customer shall only have the rights expressly specified in Section 2.11. Failure to comply with delivery deadlines shall not entitle the party to claim damages. Any further liability of Richnerstutz AG is excluded to the extent permitted by law. This limitation shall not apply in the event of unlawful intent or gross negligence on the part of Richnerstutz AG.
- In any case, the liability of Richnerstutz AG shall be limited to the amount of the value of Richnerstutz AG's own work (invoice amount). This also applies to services provided by Richnerstutz AG as general contractor. In this case, the costs of third parties (graphic designers, fitter, etc.) shall not be included.
- The customer shall not be entitled to compensation for consequential damages, such as lost profits, lost advertising revenues, lost orders, or other direct or indirect damages. Liability shall also be excluded in the event of unauthorised alteration, manipulation, improper handling or repair by the customer or third parties not authorised by Richnerstutz AG.
- Any liability on the part of Richnerstutz AG for auxiliaries engaged by it to perform the Agreement is hereby waived.
- 2.13. Term of the Agreement**  
The term of the Agreement between Richnerstutz AG and the customer shall be determined in accordance with the written agreement entered into with the customer. Regardless of a fixed term or the option of ordinary termination, Richnerstutz AG may terminate the Agreement with the customer in writing at any time and without notice if the customer fails to comply with its duties of cooperation, breaches the terms of use or fails to make payments due despite a written reminder.
- 3. Richnerstutz AG as a Customer**
- 3.1. Delivery Deadlines**  
Delivery deadlines are fixed dates. In the event of non-compliance with the agreed deadlines, Richnerstutz AG shall be entitled to claim damages in full.
- 3.2. Inspection and Acceptance**  
Richnerstutz AG shall inspect deliveries within 30 working days.
- 3.3. Warranty**  
The warranty period is 24 months and begins upon delivery. Defects may be reported at any time during this period. If circumstances arise during the delivery for which Richnerstutz AG



or a third party are responsible and which require a replacement delivery (errors in assembly by Richnerstutz AG, defective printing of the sheets, lack of compatibility with third-party software or hardware components, defective or faulty software or software updates, defective or mismatched hardware components, software and hardware that do not comply with legal requirements, etc.), the supplier agrees to immediately carry out a replacement delivery at cost price or to produce to Richnerstutz AG all documents that Richnerstutz AG requires in order to produce the replacement delivery itself or have it produced (print templates, etc.).

#### 3.4. **Contractual Term**

The contractual term between Richnerstutz AG and the supplier shall be determined in accordance with the written contract made with the supplier. Regardless of a fixed term or the option of ordinary termination, Richnerstutz AG may terminate the contract with the supplier in writing at any time without notice if the supplier fails to fulfil its contractual obligations despite a written reminder.

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