

# General Terms and Conditions

## I. General remarks and scope

1. These General Terms and Conditions apply to all transactions which are agreed between the parties. All goods and services, including those provided in future, shall be provided exclusively on the basis of these terms and conditions.
2. Any contrary or differing purchasing conditions on the part of the buyer are hereby rejected in their entirety. Even if delivery is made in the knowledge of terms and conditions to the contrary on the part of the buyer, our Terms and Conditions shall be recognised at the latest on receipt of any goods or services.
3. Any subsidiary agreements or agreements which differ from our Terms and Conditions shall require our written confirmation to take legal effect.

## II. Maintenance and support contracts

With regard to the provision of maintenance and support services, the tasks to be performed by Alos as well as the rights and duties of the parties shall be specified in a maintenance and support contract. In the event of any inconsistencies between individual provisions of the maintenance and support contract and the General Terms and Conditions, the provisions of the maintenance and support contract shall take priority.

## III. Acceptance

Goods and services provided by Alos shall if at possible be subject to acceptance by the client, to check compliance with the contractual provisions ("Acceptance"). Acceptance is to be carried out at the latest within two weeks following the relevant installation or delivery. The client is obliged to sign the acceptance form presented by Alos and to specify any faults or deficiencies on this form. If Alos does not receive a signed acceptance form from the client within two weeks of the relevant installation or delivery, the goods or services provided shall be considered to be accepted and approved.

## IV. Hardware, software and services provided by third parties

In fulfillment of its contractual obligations, Alos may licence or provide hardware from third-party manufacturers and/or software that is the property of third parties, and resell to the client services provided by third parties. Alos expressly excludes any warranty or guarantee on its part with regard to such hardware, software or services. Insofar as permissible and possible, Alos grants to the client the right to assert any warranty claims and compensation claims to which Alos is entitled in accordance with the relevant contractual conditions in relation to third parties. All further claims associated with third-party products or services shall be excluded.

## V. Subcontractors

Alos may employ subcontractors for the provision of goods or services. Alos shall be liable for the actions of the subcontractors as for its own actions. Alos shall be obliged at the request of the client to inform the client whether subcontractors are employed. Third-party manufacturers of hardware, licensors and third parties which provided services (cf. section IV) are not considered to be subcontractors.

## VI. Client's obligations

1. The client is obliged to guarantee at its own expense any collaboration required for the fulfillment of the contract by Alos. Alos shall not be liable for any defects, delays or damage which are caused in whole or in part by any non-fulfilment of the duty to collaborate for which the client is responsible. Should the client be in default with its collaboration, the duty of Alos to provide goods and services lapses and agreed delivery deadlines and dates are deferred by at least the duration of the delay on the part of the client.
2. The client alone is responsible for the operation and maintenance of the IT systems to which the services of Alos relate. The client is to ensure the functionality and operation of these systems and to inform Alos immediately of any events or changes that may affect the provision of goods and services by Alos.

## VII. Prices, invoicing and payment conditions

1. All prices are in Swiss francs. Unless otherwise stated, they do not include VAT and they apply ex-works from Alos, from the supplier or from the Swiss border.
2. We reserve the right to make price changes at any time until the contract is concluded. Any price changes in the case of modifications or changes to the contract will be notified by Alos at the latest four months before the end of the contract period in question.
3. Our invoices are payable net and in full within 10 days for hardware and within 30 days for software, maintenance and support. Maintenance and support contracts are billed in advance and are due for payment within 30 days. Exceptions include service jobs which are in principle billed monthly or, in the case of longer lasting jobs, are payable monthly within 30 days with invoices on account. Service jobs are in principle invoiced on a time and material basis.
4. In the event of payment after the due date we impose a default charge of 5% (five percent). A reminder on the part of Alos is not necessary. Alos is entitled to cease providing its goods and services immediately if the client is in default.
5. Advance payment or cash on delivery can be demanded at any time, even after conclusion of the contract.

## VIII. Duty of care, service quality and warranty

1. Alos shall provide the services correctly and in accordance with the contractual obligations, employing professional care and in compliance with industrial and technological standards. However, Alos shall not be obliged to produce certain results or working outcomes, unless this have been expressly agreed on a contractual basis.
2. In the event that Alos does not achieve the due service quality or does not fulfil a specified guarantee, the following shall apply exclusively:
  - a. Alos shall take commercially reasonable measures in order to correct the inadequate or non-fulfilment of the service quality or of other contractual obligations. The measures to be taken by Alos include the investigation of the causes of the problem together with the client, taking appropriate measures and explaining the measures taken to the client.
  - b. Alos may pay the client compensation for the inadequate or non-fulfilment of the service quality or of other contractual obligations. Such compensation will be paid in the form of credit notes. The amount of such compensation shall be determined at the sole discretion of Alos.
3. Insofar as Alos supplies hardware or software manufactured by itself, a one-year warranty shall apply. During this warranty period Alos shall be obliged to correct any deficiencies free of charge or, at its own discretion, to replace the product at no cost. With regard to the warranty and liability associated with the supply of hardware or software that has been manufactured by third parties, section IV shall apply.

4. The aforementioned measures are the only legal remedies with regard to inadequate or non-fulfilment and represent the sole obligation of Alos in this respect. The client's rights and legal remedies other than those mentioned above shall be excluded. In particular the client shall have no right to claim a reduction in the contractual remuneration or any type of compensation as a result of inadequate or non-fulfilment (for example compensation claims for direct or indirect losses, damages because of lost sales, loss of profits, substitute performance or loss of data).

## IX. Force majeure

Each event of force majeure which makes difficult or impossible the delivery of the contractual goods and services shall entitle Alos to a delay in the fulfilment of its duties for the duration of this impediment, and to a further suitable period which is necessary to resume delivery of goods and services. Any liability on the part of Alos for events of force majeure shall be excluded.

## X. Confidentiality and secrecy

1. The parties acknowledge that on the basis of their mutual business relationships they could gain access to confidential information which is the property of the other party. Confidential information also includes software, the terms and conditions of the concluded contracts, any type of technical documentation, specifications or other information about the services, goods and business methods originating from Alos. Each party agrees not to pass on to any third party any information belonging to the other party throughout the duration of the contractual relationship and beyond, or to use such information in any context other than the contractual context without having obtained the prior written consent of the other party.
2. The duty of secrecy does not include ideas, concepts, information and techniques which were already known to the other party when the contractual relationship was established, or which they became aware of through a third party.

## XI. Data protection

Both parties are obliged to comply with the data protection regulations applicable at the time. For reasons of clarity and to the extent that Alos gains access to the data processed by the client, it is expressly stated that the client performs the function of the owner of the data collection and Alos is restricted to the function of the data processor.

## XII. Contract period, contract amendment and ordinary notice of termination

1. Then contractual relationship shall last for at least as long as Alos provides services for the benefit of the client. In all other respects the start and end of the contract shall be determined by the respective contractual documents and the remaining provisions of these General Terms and Conditions.
2. In the case of permanent contracts the parties undertake to examine once a year the appropriateness of the arrangements made and, if necessary, to enter into negotiations with regard to the amendment of the relevant elements of the contract. Insofar as no agreement has been achieved about the amendment of individual provisions, the existing contract shall remain in force in its current form.
3. Permanent contracts can be terminated on the contractually defined dates in compliance with the contractually defined notice period. Notice of termination must be given in writing. This does not apply to contractual relationships for which a fixed term has been agreed. With the exception of termination of contract for good cause as set out in section XIII, these cannot be terminated.

## XIII. Termination of contract for good cause

Each party can terminate the concluded contracts for good cause at any time. Good cause is accepted as given in the following cases in particular:

- a. if a party is confronted with a significant risk to or deterioration of its financial situation, or if a request has been submitted for bankruptcy or composition proceedings against one of the parties, or if a party has itself submitted such a request.
- b. if the client does not comply with its duty to pay Alos invoices in spite of them being due for payment, and the client does not fulfil its duty to pay within 30 days of receiving a written reminder.

## XIV. Consequences of contract termination

1. The parties undertake to hand over at the request of the other party all records, information and data that they have received as a result of their collaboration on termination of the contractual relationship.
2. Before the end of the contract the parties will agree on such arrangements as are necessary to ensure that services provided by Alos up to that point can be continued by the client or by the third party commissioned by the client.

## XV. Applicable law and place of jurisdiction

Swiss law shall apply exclusively for any disputes which may arise. The exclusive place of jurisdiction for all disputes is Zurich. Alos may also choose to appeal to the court at the domicile of the client/buyer.

## XVI. Assignment and transfer

The assignment and/or transfer of rights and duties from the contractual relationship shall require the written consent of the other party in each case.

## XVII. Partial invalidity

Should any provision or arrangement which the parties have agreed prove to be invalid, this shall not affect the validity of the other arrangements and conditions. The invalid or inoperable provision is to be replaced by an arrangement that most closely approximates the purpose of the provision to be replaced.

## XVIII. Re-export

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