

General Terms and Conditions (GTC)

dated 29 February 2024

In case of discrepancies, the German version shall prevail.

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1 Scope

1.1 These General Terms and Conditions ("GTC") form an integral part of all contracts between business4you AG, Grenchenstrasse 5a, CH-2504 Biel/Bienne ("business4you") and its customers relating to all products, services and other contractual services ("work results") provided by business4you.

1.2 These GTC and any written individual agreements conclusively govern the content of the contract between business4you and its customers. In the event of contradictions, written individual agreements shall take precedence over the GTC.

1.3 The customer's general terms and conditions shall only apply if expressly agreed in writing. In the event of any contradictions between these GTC and the customer's general terms and conditions, these GTC shall prevail in all cases.

1.4 business4you may amend the General Terms and Conditions at any time without notice. The version published on www.business4you.ch at the time of conclusion of the contract shall apply.

2 Offer and conclusion of contract

2.1 Service and product information, concepts, drawings and drafts, performance parameters and other specifications from business4you in brochures, catalogues, advertising media or on websites are not legally binding and do not constitute an offer to conclude a contract.

2.2 Upon request, business4you shall submit a written offer to the customer for the work results requested by the customer. Unless otherwise agreed in writing, such offers from business4you are always non-binding.

2.3 The customer shall review the offer and, if applicable, confirm it by placing an order with business4you. The order placed by the customer shall always be considered a binding request to conclude a contract.

2.4 business4you shall review the customer's order and, if applicable, send the customer an order confirmation. Only upon receipt of the order confirmation by the customer shall the contract, including these General Terms and Conditions, be concluded and become binding for both parties.

2.5 All documents created in connection with the submission of the offer and made available to the customer, such as concepts, drawings, samples, drafts or other documents, are confidential and may only be used for the purpose of concluding a contract with business4you.

3 Scope and content of the work results owed

3.1 The scope and content of the work results owed by business4you are conclusively set out in the offer from business4you. business4you may unilaterally make improvements to the work results insofar as these do not lead to cost increases.

3.2 If the offer expressly refers to further documents (e.g. specifications, special project specifications, etc.), these shall also become an integral part of the contract, provided that they do not contradict the information in the offer or these General Terms and Conditions.

4 Execution

4.1 business4you undertakes to perform the work results owed in a professional, proper and careful manner, in accordance with industry standards and practices.

4.2 Apart from the warranted characteristics, business4you does not undertake to achieve a specific result. Only those characteristics whose fulfilment has been explicitly warranted in writing in the offer from business4you are considered "warranted characteristics".

5 Involvement of third parties

5.1 business4you may, at its own discretion, engage third parties (subcontractors, sub-contractors, substitutes, etc.) to fulfil the contract, provided that business4you transfers the contractual obligations to the third party in writing. If the customer requests the replacement of a third party, they shall bear the additional costs and delays incurred as a result.

5.2 If the customer requests the involvement of a specific third party or specifies a selection of third parties, they shall bear the risk associated with the third parties in question. In particular, the warranty and liability for services provided by these third parties shall always be limited to the claims granted by the third party in question.

6 Intellectual property

6.1 All intellectual property created by business4you and the third parties it engages in the course of preparing quotations and fulfilling contracts, such as data, know-how, plans, prototypes, designs, inventions and copyrights, etc., shall be the full and exclusive property of business4you, regardless of their protectability. Reverse engineering of work results is prohibited in all cases.

6.2 Insofar as the intended use of the work results requires the use of intellectual property of business4you, business4you shall grant the customer a corresponding non-exclusive licence to the intellectual property in question upon full payment of the agreed remuneration.

6.3 Insofar as the intended use of the work results requires the use of third-party intellectual property, business4you shall ensure that the

customer receives a non-exclusive licence in accordance with the licence terms of the third party concerned upon full payment of the agreed remuneration.

6.4 If the customer wishes to purchase intellectual property rights (such as copyrights, etc.), this shall be regulated in a separate agreement in the event of an agreement on separate remuneration to business4you.

7 Rights to software

7.1 If the work results also include software, the customer is not entitled to make copies (except for archiving purposes, troubleshooting or replacing faulty data carriers) or to edit the software, unless otherwise agreed in writing. In particular, the customer may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of business4you. In the event of a breach, business4you may revoke the right of use in full.

7.2 In the case of third-party software, the terms of use of the third-party owner shall always apply, and the customer hereby guarantees their unrestricted compliance. The customer acknowledges that, in the event of licence violations, the third party may assert its own claims against the customer.

8 Confidential information

8.1 Information received or otherwise noted during contract negotiations and fulfilment ("confidential information") must be kept secret unless otherwise agreed in writing and may only be used for the fulfilment of the contract or the intended use of the work results. The parties shall take appropriate security measures to maintain the confidentiality of the confidential information.

8.2 Information that can be proven to have been (i) already known to the party at the time of becoming aware of it; (ii) already in the public domain at the time of becoming aware of it or becomes public without breach of contract; (iii) was lawfully obtained by the party from a third party, or (iv) must be disclosed due to legal obligations or official or court orders, shall not be considered confidential information.

9 Remuneration

9.1 The remuneration owed by the customer for the work results is set out in the written offer from business4you. All costs are quoted in Swiss francs and exclude VAT. Unless otherwise agreed in writing, all prices quoted

are indicative prices or approximate cost estimates and not fixed prices.

9.2 Services billed on a time-and-materials basis shall be invoiced to the customer according to the effort incurred. In this case, business4you will document the relevant expenses and provide the customer with a detailed service report upon request.

9.3 Any incidental costs (e.g. freight, insurance, permits, notarisation, etc.) shall be borne by the customer. The same applies to all taxes, fees, customs duties and similar charges levied in connection with the performance of the contract, as well as the associated administrative costs. The customer undertakes to reimburse business4you for these costs upon presentation of the invoice documents.

9.4 Documented expenses and the necessary travel time shall be reimbursed in addition, insofar as they were necessary for the performance of the work.

10 Terms of cancellation for subscriptions to business4you products

10.1 These cancellation terms apply to all subscriptions to business4you products taken out by customers of business4you AG.

10.2 General cancellation conditions: Unless otherwise agreed, subscriptions to business4you products can be cancelled for the first time after a minimum term of 12 months. Cancellation is only permitted at the end of a calendar year, subject to a notice period of three months.

10.3 Specific cancellation conditions for the HubBOX product from business4you: The subscription for the HubBOX product has a fixed minimum term of 12 months. After this minimum term has expired, cancellation of the HubBOX subscription is only permitted at the end of a calendar year, subject to a notice period of three months. In the event of cancellation, the website used by the customer will be deactivated and will no longer be available online. The subscription costs for the current year are payable in advance and in full until the end of the year.

11 Terms of payment

11.1 The customer shall pay the invoices issued by business4you in accordance with the agreed terms of payment. Unless otherwise agreed, a payment period of 20 days from the invoice date shall apply. Payments shall always be made net (i.e. without deduction of discounts, rebates, expenses, taxes, fees, customs duties and other charges, etc.).

11.2 If business4you has reason to believe that there is a risk of partial or complete non-payment, business4you may set the customer a deadline of 30 days in writing for full advance payment of the agreed remuneration or for the provision of appropriate security.

11.3 The customer's payment obligation is fulfilled when the amount has been received in full and on time by the paying agent specified by business4you.

11.4 If the customer fails to make a payment or provide security within the deadline, they shall be in immediate default

within the meaning of Art. 108 OR. business4you may suspend performance of the contract or withdraw from the contract without setting a grace period. business4you is also entitled to default interest of 5% from the due date. The right to claim further damages remains reserved.

12 Project deadlines

12.1 Project deadlines shall commence as soon as the contract has been concluded, the essential points of content have been clarified, all official formalities and approvals have been obtained and any agreed advance payments and securities have been provided.

12.2 Project deadlines shall be extended appropriately (i) if the customer has not fulfilled or has delayed fulfilling its contractual obligations (e.g. necessary information, material deliveries, approvals, certificates, advance payments, etc.); (ii) if the customer has requested changes to the contract; (iii) in the event of delayed delivery by a third party engaged by business4you, insofar as business4you could not have foreseen the delay despite exercising due care; or (iv) in the event of delays due to force majeure.

12.3 In the event of a delay in delivery for which business4you is responsible, the customer must issue a written reminder and set a reasonable grace period of at least 30 days.

12.4 If business4you fails to meet this grace period for reasons for which it is responsible, the customer may refuse to accept the relevant part of the work result. If partial acceptance of the remaining work results is unreasonable for objective reasons, the customer may withdraw from the contract and reclaim payments already made against return of partial deliveries already made. Any further liability on the part of business4you for damages caused by delay is excluded to the extent permitted by law.

13 Retention of title

13.1 The work results remain the property of business4you until the agreed remuneration has been paid in full, regardless of where the work results in question are located prior to the transfer of ownership.

13.2 business4you is authorised to have the retention of title entered in public registers in Switzerland and abroad. The customer shall support business4you in the necessary formalities to secure the retention of title and shall refrain from any action that could impair business4you's claim to ownership.

14 Quality control and notification of defects

14.1 business4you shall carry out a quality control in line with industry standards before delivering the work results. Any further testing shall only be carried out on the basis of a special agreement and against corresponding compensation for expenses.

14.2 The customer shall carefully inspect the delivery of the work results immediately upon receipt and report any recognisable defects in writing immediately after acceptance and any hidden defects immediately after their discovery, but no later than within five working days.

14.3 If the customer fails to report the defect immediately, the work results with the defects in question shall be deemed to have been approved by the customer, whereby all warranty and liability claims shall lapse.

14.4 If a complaint is made in good time, the customer must give business4you the opportunity to check the work results. The work results that are the subject of the complaint may not be used productively.

14.5 If no defect for which business4you is contractually liable can be proven in the work result in question, business4you may demand reasonable compensation from the customer for the review and administration costs incurred.

15 Warranty

15.1 business4you guarantees the timely delivery of the work results and, for the duration of the warranty period, that the work results (i) have the characteristics guaranteed in writing and (ii) their intended use does not infringe any third-party intellectual property rights ("defects"). This list is exhaustive and any further warranty is excluded to the extent permitted by law.

15.2 For third-party products, business4you only provides a warranty within the scope of the third-party supplier's warranty.

business4you will forward corresponding warranty claims to the relevant third-party supplier for assessment and, if the third-party supplier makes a positive decision, will pass on its services to the customer. Further claims for damages or other claims are excluded to the extent permitted by law.

15.3 All warranty claims must be made in writing and require the submission of the signed handover report or, if no such report has been created, the submission of the relevant invoice.

16 Claims for legal defects

16.1 The customer must notify business4you immediately in writing if third parties claim an infringement of intellectual property rights with regard to the use of work results.

16.2 The customer subsequently entrusts business4you with the settlement of the dispute, e.g. the conduct of legal proceedings or their out-of-court settlement. business4you shall keep the customer adequately informed about the status of the dispute and consult with them on important decisions. The customer's participation in the dispute shall be at their own expense.

16.3 If, according to a court ruling or at the discretion of business4you, the intended use of the work results infringes the intellectual property rights of third parties, business4you may, at its own discretion: (i) make changes to the work results at its own expense in order to remedy the infringement of property rights; (ii) acquire the necessary rights of use from the relevant intellectual property rights holder at its own expense; or (iii) compensate for the infringement of intellectual property rights by refunding the remuneration paid (and deducting reasonable compensation for previous use). Further claims for damages or other claims are excluded to the extent permitted by law.

17 Claims for material defects

17.1 The warranty is provided on the basis of a warranty request, which must be sent in full by the customer.

17.2 business4you will repair or replace defects as quickly as possible at its own expense and at its own discretion.

17.3 Unless otherwise agreed in writing, defects shall be remedied exclusively by business4you.

17.4 The travel times, transport costs, shipping and customs fees

etc. incurred by the customer shall only be reimbursed after prior consultation.

17.5 If a defect cannot be completely remedied, the customer is entitled to a reasonable reduction in the agreed remuneration. If a defect impairs the functionality of the work result to such an extent that, despite the price reduction, it cannot objectively be expected of the customer to accept it, the customer may withdraw from the contract with regard to the work result in question or, if this is unreasonable, from the contract as a whole. In this case, business4you shall refund the amounts received from the customer, less reasonable compensation for the use of the work results to date. Further claims for damages or other claims are excluded to the extent permitted by law.

17.6 The customer's claims for defective work results are conclusively regulated in these General Terms and Conditions. All statutory claims not expressly mentioned in these General Terms and Conditions are excluded to the extent permitted by law.

18 Liability

18.1 business4you shall only be liable for damage incurred by the customer as a result of improper performance of the contract if business4you can be proven to be at fault. Statutory presumptions of fault are waived to the extent permitted by law.

18.2 Liability for services, consulting activities and ancillary contractual obligations is limited to gross negligence or intent, unless otherwise agreed in writing.

18.3 The claim for damages is limited to the total amount of the remuneration paid by the customer. Under no circumstances shall the customer be entitled to compensation for damages that did not arise from the work result itself, such as loss of production, loss of use, loss of orders, recall costs, loss of profit, consequential damages and other direct or indirect damages. In particular, any liability for damage caused by the use of the work results by the customer or third parties is also excluded.

18.4 The customer's liability claims due to improper performance of the contract are conclusively regulated in these General Terms and Conditions. All claims provided for by law that are not expressly mentioned in these General Terms and Conditions are excluded to the extent permitted by law.

19 Termination of contract by business4you

19.1 If unforeseen events significantly change the economic significance or content of the work results or have a significant impact on the work of business4you, as well as in the event of subsequent impossibility of contract fulfilment, the contract shall be adjusted appropriately by the parties. If this is not reasonable, business4you may withdraw from the contract or, if objectively reasonable, from the affected part of the contract.

19.2 If business4you wishes to make use of the option to terminate the contract, it must notify the customer in writing immediately after becoming aware of the significance of the event, even if an extension of the delivery period has been agreed upon initially. In the event of termination of the contract, business4you shall be entitled to remuneration for the work already performed in return for the surrender of this work. Claims for damages and other claims by the customer due to such termination of the contract are excluded to the extent permitted by law.

20 Termination of contract by the customer

20.1 As long as the work results are incomplete, the customer may withdraw from the contract at any time in return for payment for the work already performed and full indemnification of business4you (including lost profits). Once the work results are complete, the customer may only withdraw from the contract in return for full payment of the agreed remuneration.

20.2 If the customer wishes to make use of the option to terminate the contract, they must notify business4you in writing.

21 Force majeure

21.1 Force majeure is defined as any external circumstance which the affected party or the affected third party involved could not prevent or avert despite the timely application of all reasonable precautions, in particular fire, natural disasters, war, trade sanctions, confiscation, epidemics and pandemics, unforeseeable shortages of raw materials or other materials, government-imposed restrictions on energy consumption or interruptions in energy supply, trade sanctions or government-imposed import or export restrictions ("force majeure event"). Strikes and lockouts shall only be considered force majeure if they reach a scale that makes it impossible for business4you to provide the contractual services in a timely manner.

21.2 In the event of force majeure, the parties must inform the other party immediately in writing. The occurrence of an event of force majeure does not constitute a valid reason for either party to withdraw from the contract.

21.3 If the consequences of force majeure significantly impede the delivery of one or more work results, business4you may postpone the fulfilment of its obligations by a period appropriate to the circumstances. Deliveries made late by business4you shall be paid for in full by the customer despite the delay in delivery, and the customer shall have no claims for damages in this regard. The agreed warranty periods shall be extended by the duration of the delay.

22 Data protection

22.1 business4you shall comply with the applicable data protection regulations at all times. The customer hereby authorises business4you to process personal data relating to the customer or its employees to the extent necessary for (i) the provision of the work results, (ii) the fulfilment of the contract or (iii) the handling and maintenance of the business relationship between the parties. The customer agrees that business4you may pass on this data to third parties in Switzerland and abroad in compliance with the statutory provisions.

23 Reference permission

23.1 The customer hereby grants business4you permission to use their name and logo as a reference on the Internet and on electronic or printed documents and materials in order to refer to the business relationship between the two parties in an appropriate manner. This right may be withdrawn or restricted by the customer at any time.

24 Applicable law and place of jurisdiction

24.1 The contract is governed exclusively by **Swiss law**, excluding international conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

24.2 The courts of the **city of Biel, Switzerland**, shall have exclusive jurisdiction over all disputes arising from or in connection with this contract. Mandatory places of jurisdiction (in whole or in part) remain reserved.

Final provisions

24.3 The one-time or repeated waiver of the exercise of a right, power or legal remedy does not constitute a general waiver thereof and does not in any way restrict its future exercise.

24.4 Should any provision of this contract prove to be wholly or partially invalid, the remaining provisions shall remain unaffected. The parties shall replace the invalid provision with a valid agreement that comes as close as possible to the intended economic success.

24.5 All agreements and legally relevant declarations must be made in writing to be valid. Declarations in text form that do not meet the written form requirement are only equivalent to the written form if the parties have explicitly agreed to this in writing.

24.6 The offsetting of claims is only permitted with the written consent of the other party.

24.7 The contract or individual rights and obligations arising from these contracts may only be transferred or pledged to third parties with the written consent of the other party, whereby consent may not be refused in bad faith.