



# General Terms and Conditions (GTC) of TECHDOCK GmbH

## 1. General

All deliveries and services are based on these GTC. Different terms and conditions of the customer are only valid if they have been expressly accepted in writing by TECHDOCK GmbH.

## 2. Scope of Deliveries and Services

The deliveries and services of TECHDOCK GmbH are defined in the offer or in the order confirmation.

## 3. Software, Know-How, and Process Rights

3.1 Without any special agreement, the customer may use the software, the know-how, the data carriers, and the documentation to the extent intended, but may not pass them on to third parties. Any expansion, modification or copying of the software by the customer requires the written consent of TECHDOCK GmbH. The customer must attach the same property right notices to all modifications and copies as to the original.

3.2 If software, documents, or other products have been developed specifically for the customer, and if TECHDOCK GmbH is not able to carry out the necessary adaptation in conformity with the market, the customer may demand that TECHDOCK GmbH provide him/her with the necessary documents and source codes for the purpose of maintenance and further development.

3.3 In all cases, TECHDOCK GmbH retains ownership of the software and know-how, as well as the right to further use, even if TECHDOCK GmbH delivers the source code or if the customer subsequently changes software programs or know-how records.

## 4. Regulations in the Destination Country

The ordering party must inform TECHDOCK GmbH of the regulations and standards that relate to the execution of the deliveries and services, the operation of the delivery item, and the prevention of illness and accidents that must be observed in the country of destination in good time before the order is placed.

## 5. Deadlines

The parties agree on schedules or individual deadlines. The timelines are considered to have been met if the services meet the agreed criteria. Only deadlines confirmed in writing are binding. Deadlines may be extended in the event:

- if TECHDOCK GmbH does not have the information it needs for the execution in due time, or if the customer changes them subsequently;
- if the customer is in arrears with the work to be performed by him, or is in default with his contractual obligations, in particular if he does not comply with terms of payment;
- if obstacles arise that are beyond the will or capabilities of TECHDOCK GmbH. TECHDOCK GmbH can carry out partial deliveries. In the event of a delay, the customer must set TECHDOCK GmbH a reasonable deadline for subsequent fulfillment. If TECHDOCK GmbH does not perform by the end of this grace period, the customer may, provided they have declared this within three days, waive the subsequent service or withdraw from the contract.

## 6. Acceptance

The parties agree on the modalities of delivery and acceptance. Unless a special acceptance procedure has been agreed upon, the customer must check the services rendered himself. If a functioning system is promised, the customer may request that TECHDOCK GmbH demonstrates the agreed fulfillment criteria. Unless otherwise agreed upon, the customer must report any defects in writing. If he fails to notify within four weeks after delivery, all functions are deemed to have been fulfilled and the delivery approved. If an acceptance procedure has been agreed upon and is delayed for reasons for which TECHDOCK GmbH is not responsible, the customer is nonetheless obliged to make payment on time.

## 7. Guarantee

7.1 TECHDOCK GmbH guarantees that it will exercise due care and that the services and products will meet the characteristics warranted in writing. TECHDOCK GmbH does not provide any warranty beyond the written assurances and does not guarantee the complete achievement of all desired goals.

7.2 Excluded from the warranty are defects and malfunctions for which TECHDOCK GmbH is not responsible, such as natural wear and tear, force majeure, improper handling, interventions by the customer or third parties, excessive stress, unsuitable operating materials, or extreme environmental influences.

7.3 As part of the warranty, TECHDOCK GmbH will remedy all defects in the properties guaranteed in writing as well as all errors that can be proven to be due to your carelessness. For this purpose, the customer shall provide a perfect error documentation. TECHDOCK GmbH provides the warranty at its own discretion, either on its premises or at the customer's. Dismantling and assembly, transport, packaging, travel and accommodation costs are borne by the customer. Replaced parts become the property of TECHDOCK GmbH. Warranty and limitation periods are not interrupted by acknowledging or removing a defect. Further claims from the guarantee are excluded. In particular, the customer may not withdraw from the contract or demand compensation for consequential damages.

## 8. Intended Use, Liability

8.1 The use of the products and their use for a specific purpose is solely the responsibility of the customer and is his own responsibility.

8.2 Under no circumstances is TECHDOCK GmbH liable to the customer or third parties for damage that occurs directly or indirectly as a result of use, any disruptions or loss of operation, etc.

8.3 In particular, any liability for consequential damage such as lost profits, claims for compensation by third parties or damage to recorded data is excluded. This also applies to services.

## 9. Pricing, Terms of Payment, and Retention

9.1 If no period of validity is specified for offers, they are valid for 30 days. TECHDOCK GmbH renders its services at a fixed price or at a cost-based price. Unless otherwise stated, the prices are in Swiss francs and do not include VAT, fees, levies, customs duties, transport, packaging, insurance, installation, commissioning, training, and application support. They are due for net payment within 30 days of invoicing.

9.2 Any right of retention and return of the customer to deliveries and services of TECHDOCK GmbH is completely waived.

9.3 Any bank or transfer fees will be charged to the invoice recipient.

## 10. Applicable Law and Jurisdiction

The legal relationship is subject to Swiss law. Insofar as the agreements do not contain any special rules, the provisions on the order pursuant to Art. 394 ff OR apply. Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected. The place of jurisdiction is the registered office of TECHDOCK GmbH.

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TECHDOCK GmbH  
Paradiesstrasse 34  
CH – 4102 Binningen  
Bank BLKB

Commercial register Nr.: CH-280.4.022.080-9  
VAT Nr.: CHE-394.541.925 MWST  
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