



General Terms and Conditions (GTC)

Bolt Technology Consulting GmbH, Oberfeldstrasse 12a, CH – 8302 Kloten

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1. General	2
1.1. Scope	2
1.2. Content	2
1.3. Scope, Execution and Place of performance	2
1.4. Deadlines	2
1.5. Guarantees	2
1.6. Obligation of the customer to cooperate	2
1.7. Response and Standby times	2
1.8. Amendment Procedure	2
1.9. Liability	2
1.10. Prices and Payment terms	3
1.11. Software and Know-how	3
1.12. Confidentiality Obligations	3
1.13. Patent and Copyrights	3
1.14. Duration of legal relationship	3
1.15. Export	3
1.16. Resale	3
2. Project Management and Cooperation Agreements	3
2.1. Definition	3
2.2. Order	3
2.3. Disclosure Obligation	3
2.4. Substitution Authority	3
2.5. Know-how	4
3. Contract Development	4
3.1. Definition	4
3.2. Scope and Execution	4
3.3. Substitution Authority	4
3.4. Acceptance	4
3.5. Warranty	4
4. Software Maintenance	4
4.1. Scope and Execution of support	4
4.2. Type of service provision	4
4.3. Software Errors	4
5. Scope of the General Terms and Conditions of Business	4
6. Final Provisions	4
6.1. Viennese sales law	4
6.2. Choice of law	4
6.3. Jurisdiction	4

1. General

1.1. Scope

The general terms and conditions apply to all companies belonging to Bolt Technology Consulting GmbH (hereinafter referred to as BTC).

1.2. Content

For all offers, orders, deliveries and services of BTC, the General Terms and Conditions are exclusively authoritative. They shall apply if the parties expressly or tacitly acknowledge them.

Modifications and additional agreements require written confirmation in order to be valid.

1.3. Scope, Execution and Place of performance

Offers of BTC are always subject to change and non-binding.

A contract shall only be concluded upon written confirmation or order by BTC. Exceptionally, the commencement of the performance of the service by BTC may already be decisive.

In case of calculation or printing errors in the offer, BTC reserves the right of correction.

Unless a special place of performance has been agreed by the parties or is evident from the nature of the transaction, delivery or performance shall be deemed to be the provision of the products at the registered office of BTC.

1.4. Deadlines

Only written deadlines are binding, such as in particular stand-by times outside normal working hours, a certain repair time or a response time, etc. Such dates shall be extended appropriately if

- If BTC does not receive the information it requires for the execution in due time or if Customer subsequently changes such information.
- Customer is in arrears with the work to be performed by it or is in default with the performance of its contractual obligations, in particular if it fails to comply with payment terms;
- Obstacles occur which are beyond the will of BTC, such as natural events, mobilization, armed conflicts, war, riots, epidemics, accidents, significant operational disruptions, labor disputes, late or defective deliveries, and official measures.

The BTC may make partial deliveries.

In the event of delays, the Customer shall set BTC a reasonable deadline for subsequent performance. If BTC fails to perform by the expiration of such grace period, the customer may waive such subsequent performance or rescind the contract, as long as the customer notifies BTC in writing within three days.

If BTC is proven to be responsible for the delay in delivery, the Customer shall be entitled to compensation for the actual damage in the event of a waiver of performance or withdrawal from the contract, but not more than 20% of the value for the delayed delivery. Further claims arising from delays are excluded.

1.5. Guarantees

If BTC grants the customer a money-back guarantee, this must be explicitly stated in the offer and in the purchase contract. Otherwise, the customer is not entitled to this.

The deadline for reclaiming the agreed amount granted in the case of a money-back guarantee starts together with the provision of the services unless otherwise agreed. In the case of software licenses or subscriptions, the period starts simultaneously with the term of the license or subscription unless otherwise agreed.

The reclaim under a money-back guarantee must be made in writing within the granted period. BTC will refund no more than the amount paid by the customer. The refund will be made within 90 days of receipt of the claim to

a bank account specified by the customer in Swiss francs and at the daily exchange rate.

1.6. Obligation of the customer to cooperate

Customer shall support BTC in the performance of its work. In particular, the Customer shall take the following necessary measures, if required:

- Provide the necessary space for the equipment including accessories as well as the necessary equipment connections, where necessary within air-conditioned rooms, as specified by BTC;
- inform BTC in a timely manner about any special technical requirements as well as about the legal, official and other regulations at the place of destination, insofar as they are of importance for the performance in conformity with the contract;
- Appoint a knowledgeable staff member to make themselves available to the maintenance or support staff;
- to use the equipment with proper care and in accordance with the instructions of the BTC, not to subject it to above-average stress, to meet the requirements of the environment and to carry out the usual cleaning work;
- Grant BTC free access to the equipment, data carriers and documentation and make the necessary premises available to it;
- Provide the necessary communication systems, so that the BTC can perform the necessary assessments and intervene directly in the system during the remote service, for example by installing a modem and the necessary communication software;
- Provide the rooms suitable for the maintenance work, if necessary for storing tools, materials and spare parts.

BTC may additionally charge for expenses incurred due to the Customer's inadequate cooperation. The applicable fee schedule of BTC shall apply.

1.7. Response and Standby times

If a specific response time is expressly agreed between BTC and the Customer, BTC undertakes to commence its work within the agreed number of hours after the request for performance in accordance with the contract. The contact made by the responsible employee of BTC shall be considered as the start of work.

The services in accordance with the contract shall be provided during usual working hours at BTC.

1.8. Amendment Procedure

During the provision of services, both contracting parties may propose changes to the agreed services in writing at any time. In the event of a request for change on the part of the Customer, BTC shall inform the Customer whether the change is possible and what effects it will have on the contract, in particular price and dates.

If such a change affects the service significantly, BTC shall inform the Customer about the duration and costs of a detailed clarification, the preliminary assessment of feasibility and consequences.

In case of agreement on the change of the order, the customer shall confirm the change in writing, otherwise the order shall continue unchanged.

1.9. Liability

The terms and conditions shall be conclusive for all cases of breach of contract and their legal consequences including all claims of the customer, irrespective of the legal reasons on the basis the claims are made.

Subject to warranty claims, BTC shall be liable for damages - regardless of the legal reasons - up to a maximum of 20% of the remuneration for the project or service.

Especially all claims for damages, reduction, cancellation of the contract, or withdrawal from the contract that are not explicitly mentioned are excluded. The customer is not entitled in any case to claims for compensation of damages that have not occurred to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit as well as other direct or indirect damages. This exclusion of liability does not apply to unlawful intent or gross

negligence on the part of BTC, but it does apply to unlawful intent or gross negligence on the part of auxiliary persons. Additionally, BTC excludes any liability for damages resulting from the non-fulfillment of contractual obligations of the Customer (in particular from the obligation to carry out duties regarding cooperation in an error-free and timely manner).

The aforementioned limitations of liability do not affect any claims of the customer arising from product liability.

1.10. Prices and Payment terms

Unless otherwise stated, prices are in local currency excluding VAT, fees, charges, customs duties, transport, packaging, insurance, installation, commissioning, training, and application support. If no other payment terms are stated on the invoice, payment is payable within ten days from the date of the invoice. Upon expiry of this period, the customer shall be in default of payment.

In this case, the customer shall pay an interest rate based on the interest rates applicable at the customer's domicile, but at least 4% above the respective discount rate of the respective national bank. The right to compensation for further damages is reserved.

If the customer is given a moratorium or bankruptcy proceedings are opened against them, the claims shall become due immediately.

In the above-mentioned cases, BTC is entitled to retain goods that have not yet been delivered and withdraw from the contract.

Exchange bills are accepted only after consultation. The customer shall bear the costs of bills of exchange and discount charges.

If the Customer's financial situation deteriorates after the conclusion of the contract, BTC shall be entitled to claim advance payments or securities within one week, at BTC's discretion. BTC shall also have the right to suspend the execution of the order and invoice for the services rendered to date. In the event of non-payment, BTC shall be entitled to withdraw from the contract. In this case the customer is not entitled to any compensation.

The customer is excluded from offsetting claims.

The Customer may be charged for any increases in the prices of products that are not under the control of BTC.

BTC is allowed to transfer any claims to third parties without the customer's consent.

1.11. Software and Know-how

The customer may use the software, know-how, data carriers and documentation provided for its own purposes, but cannot pass them on to third parties. The ownership and the right to further use shall remain with BTC or its licensors, even if the customer subsequently modifies software programs or know-how records.

Any extension or modification of the Software by the Customer itself requires the written consent of BTC.

In case of violation, the customer is liable for damages.

1.12. Confidentiality Obligations

Both parties and their employees are obliged to keep all information from the business of the parties which is neither public nor generally accessible secret and not to disclose it to third parties and to make every effort to prevent third parties from accessing this information.

The parties shall take the necessary measures and precautions in order to comply with existing security regulations regarding data integration, security and access. In particular, employees shall also be obligated in writing. This obligation must be designed in such a way that it also applies after any termination of the employment contract.

In terms of data protection, the legal provisions as well as the established regulations, measures and procedures shall apply.

Unless otherwise agreed, BTC shall be entitled to list the Customer's company name and company logo as a reference client on its websites, print media and customer presentations.

1.13. Patent and Copyrights

To the extent permissible and unless otherwise agreed, BTC is not liable for any infringement of third-party industrial property rights by the goods delivered by BTC. The Buyer shall notify BTC without undue delay if it becomes aware of or is notified of any such infringement.

Unless otherwise agreed in writing, BTC will be entitled to all property rights, especially copyrights. These must not be disclosed to third parties without the written consent of BTC. Copying is also prohibited without express consent. Upon request, the copies shall be returned to BTC without delay. The BTC shall only be liable for damages due to the infringement of any patent or other industrial property rights, if the BTC was aware or should have been aware of the existence of such rights and such infringement leads to the Customer being exposed to justified, enforceable and non-lapsed claims of third parties. The amount of BTC's liability is limited to the invoice value of the goods or product or service.

If delivered goods or products have been manufactured according to designs or instructions of the customer, the buyer shall indemnify BTC against all claims raised by third parties due to infringements of industrial property rights.

1.14. Duration of legal relationship

Unless otherwise agreed, a legal relationship concerning hardware maintenance or software support can be terminated at any time with a three-month notice period. Purchase contracts shall be executed upon performance according to the terms of the contract by both parties.

Contracts of project management and cooperation may be cancelled by either party at any time. If this is done untimely, the cancelling party shall be obliged to compensate the other party for any consequential damages.

1.15. Export

The customer is responsible for compliance with domestic and foreign export regulations. The re-export of certain products with foreign origin is only allowed with a permit from the Federal Department of Economic Affairs according to a commitment made to the Department of Import and Export (arms export). BTC expressly designates the products concerned in quotations and invoices, whereby the obligation is transferred to the customer.

1.16. Resale

Unless otherwise agreed by the parties or due to the nature of the business, the customer may resell the products modified or unmodified.

If the customer resells the products, he must ensure that all obligations arising from software licenses, confidentiality and any authorization reservations for re-export are transferred to the respective purchaser.

2. Project Management and Cooperation Agreements

2.1. Definition

The main obligation of project management and cooperation agreements is the performance of work in terms of working towards the timely and punctual development of the project or towards controlling the customer's will and behavior by providing information on the basis of decisions.

2.2. Order

The order shall be placed through a separate agreement between the parties, which shall specify the services, deadlines and remuneration in more detail.

2.3. Disclosure Obligation

Both contracting parties are obliged to inform each other about all circumstances that influence the provision of services.

2.4. Substitution Authority

BTC is authorized to assign the service in whole or in part to third parties. BTC shall remain responsible for their services.

2.5. Know-how

BTC shall have the right to use any ideas, concepts and procedures relating to information processing, obtained in the performance of services alone or together with the Customer's employees in the performance of services for other customers of a similar type.

3. Contract Development

3.1. Definition

The term "contract development" refers to the independent and responsible development and delivery of specific predefined work results that become necessary in the course of a project. They can also include aspects of contract law.

3.2. Scope and Execution

The scope and execution shall be governed by the agreement between the parties, which shall define the services, deadlines and remuneration in more detail.

3.3. Substitution Authority

BTC is authorized to assign the execution of the work in whole or in part to third parties. BTC shall remain responsible for their performance.

3.4. Acceptance

Every contractually agreed service is subject to acceptance. Acceptance is defined as the delivery and the recognition of the work as being in conformity with the contract.

If the contractually agreed service does not also include the creation of software, acceptance will take place in the form of delivery to the customer.

For software, the acceptance is used to prove the functional capability of the IT system, whereby the number, time, scope and procedure of the (partial) acceptances are regulated within the framework of the individual contract.

The Customer is obliged to accept the goods, which also includes the provision of test data. If the Customer prevents acceptance despite the setting of a grace period by BTC, acceptance shall be deemed to have taken place upon prevention. This shall not apply if the Customer submits a written notice of defects before or during the period of grace. In this case, the parties have to agree on the further procedure.

An acceptance report signed by both contracting parties shall be drawn up for each acceptance. The acceptance report specifies any minor defects that need to be remedied and any major defects that require the acceptance procedure to be repeated in whole or in part.

If any defects are discovered during acceptance, the customer shall initially have the right exclusively to rectification or subsequent delivery within a reasonable period of time. If the new acceptance is unsuccessful, the Customer shall set BTC another reasonable grace period in writing to correct the defects. If the further acceptance is also unsuccessful, the customer shall only be entitled to warranty claims in accordance with the following clause in the event of defects which exclude or significantly impair the functional capability.

3.5. Warranty

BTC guarantees that it will deliver the products in functional condition. The IT periphery existing at the time of conclusion of the contract shall be decisive. BTC shall provide the services in accordance with the current state of the art.

The customer is solely responsible for ensuring correct use and data backup. The liability of BTC for damages resulting from the use of a program or a device is excluded, unless the damage is due to an intentional or grossly negligent breach of contract by BTC.

The warranty period is 6 months and begins with the acceptance of the goods, with the last acceptance in case of several acceptances.

If the performance of BTC is defective, the Customer may exclusively demand rectification or subsequent delivery within a reasonable period of time. If software defects already existed at the time of the last acceptance are present at the beginning of the warranty period, BTC may waive further rectification or subsequent delivery and withdraw from the contract accordingly. Clause 1.8 shall apply analogously.

BTC's warranty obligation shall expire prematurely as soon as Customer makes or causes improper changes to the software (e.g., source code), either itself or through third parties, or if Customer fails to take all appropriate mitigation measures immediately and provides BTC with the opportunity to remedy the defect in case of any defect.

Unless otherwise agreed, BTC does not assume any warranty obligations for third party products or for open-source products.

4. Software Maintenance

4.1. Scope and Execution of support

The scope and performance of the software maintenance service shall be governed by the agreement between the parties, which shall define the services, deadlines and remuneration in more detail.

4.2. Type of service provision

The Software Maintenance Service shall be provided by BTC at Customer's location or location of BTC's responsible technical service depending on its nature, according to BTC's choice.

4.3. Software Errors

Software errors are only those deviations from the programming specifications that are not in accordance with the contractually agreed properties or that impair or prevent the contractually agreed use of the software.

5. Scope of the General Terms and Conditions of Business

In addition to the provisions under 1. general terms and conditions listed apply to the individual services of BTC main provisions under 2. project management and cooperation contracts for general consulting and support services as well as those under 3. contract development for bug fixing or program adaptations and enhancements.

6. Final Provisions

6.1. Viennese sales law

The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention) (5) are excluded.

6.2. Choice of law

The legal relationship shall be governed by the national law of the BTC company signing the offer, order, delivery or service. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

6.3. Jurisdiction

The place of performance and exclusive place of jurisdiction shall be the headquarters of the BTC company signing the offer, order, delivery or service.