

General Terms and Conditions of Informattec GmbH, Muttenz

As of Stand 31.01.2025 / Version 3.0

1 General provisions

1.1 Conclusion of the Agreement

These general terms and conditions (GTC) regulate the general aspects of the provision of services in projects and orders, as well as the delivery of products by Informattec Ltd. liab. Co. (hereinafter referred to as "Informattec"). These GTC substitute any client terms and conditions unless they have been expressly recognised by Informattec.

Informattec offers its services (services and products) by means of a written offer. The client accepts the offer with or without requests for changes. The contract between Informattec and the client is only concluded when Informattec expressly confirms the client's acceptance of the offer (order confirmation). In particular, the services to be provided by Informattec, their scope, duration and remuneration are regulated in the order.

The placing of an order constitutes the express acceptance of these terms and conditions by the client and the contracting authority.

In the event of contradictions between individual orders (in the form of order confirmations, specifications, analysis documents, etc.) and the present general terms and conditions, the provisions of the corresponding order shall take precedence over those of the present general terms and conditions.

The first part of these general terms and conditions regulates the general provisions that apply in each case to the provision of services by Informattec. In the subsequent parts 2 and 3, the regulations for specific contractual services are specified.

1.2 Informattec Services

Informattec shall provide its services in accordance with the conditions agreed in these provisions and in the individual orders. It shall fulfil its contractual obligations in a competent and diligent manner.

1.3 Client duty to cooperate

The client undertakes to provide Informattec with all the necessary information concerning its order and project goals and organisational circumstances in a timely fashion and to fulfil the personnel, technical and operational prerequisites that are necessary for the provision of the contractually agreed services by Informattec. The client shall meet its cooperation obligations at its own expense.

The client undertakes in particular to comply with the following cooperation obligations:

- Provision of a contact person with the appropriate skills.
- Provision and operation of the technical system environment for the productive system and, if necessary for order fulfilment, for a development and test system (hardware, operating systems, network, data backup etc.).
- If necessary for proper fulfilment of the order, granting of access to the client's premises and provision of an internal work place with standard equipment.

The cooperation obligations are to be met throughout the contractual period, unless otherwise agreed. If Informattec is of the opinion that the client does not fulfil his obligations to cooperate or does not do so correctly, Informattec is entitled to issue the client with a written warning.

The consequences of delays and additional effort/expense due to incorrect or late fulfilment of cooperation obligations shall be borne by the client.

The client is solely responsible for the selection, configuration, deployment and use of the products and their suitability for the purpose intended by the client.

The client is solely responsible for the necessary security measures to protect stored data against possible destruction.

1.4 Payment conditions

The offsetting of the contractual claims of one partner against the counterclaims of the other partner requires prior, express and written agreement.

All remuneration is exclusive of VAT and any other duties.

Invoice amounts are payable without any deductions within 30 days of receipt of the invoice. Thereafter, default interest of 5% p.a. is due without the need for a reminder. If the client is in arrears in paying an invoice by at least 30 days, Informattec will send a written warning to the client and set a final payment deadline of 7 calendar days.

If the due invoice is not paid or is not paid in full within 7 days, Informattec has the right to discontinue all services and deliveries deriving from the corresponding contract with immediate effect until the client fully fulfils its obligation to pay, or by giving the client a written notice of withdrawal from the contract or its dissolution.

Informattec is entitled to charge collection and processing fees in the event of default, plus default interest. Unjustified deductions will be subsequently debited in addition to the settlement of processing fees.

1.5 Liability

Informattec shall be liable for direct and indirect damage caused by it to the extent provided by law.

In particular, Informattec is not liable for damages

- that have arisen as a result of failure to save data.
- that have arisen as a result of malicious code and/or hacking.
- that have arisen as a result of a software error, an operating system error or a faulty service pack from the manufacturer, if the fault was not known to branch experts at the time the damage occurred.
- that have arisen in connection with remote support.
- that have arisen from non-fulfilment of contractual obligations on the part of the client.
- in the event of a delay in delivery that Informattec did not cause itself.
- that have arisen as a result of natural hazards.

1.6 Obligation to inform

The parties shall inform each other about developments, incidents and findings that may be of importance for the other party in connection with the contractual relationship, provided that there are no opposing legal or contractual confidentiality obligations.

1.7 Data protection and confidentiality

1.7.1 Data Protection

Both parties undertake to comply with the applicable provisions on data protection (in particular in accordance with the Federal Data Protection Act (DSG) and the associated ordinances and, where applicable, the EU Data Protection Regulation (DSGVO)) and to also oblige their employees, other auxiliary persons and third parties likewise to comply.

The client agrees to Informattec processing detailed information such as sales prices and quantities as well as the name and address of the client in order to safeguard its own claims and to comply with its own obligations in the periodic reporting process and to transmit them to their manufacturers/suppliers in Germany and abroad.

1.7.2 Confidentiality

Both parties undertake, both for themselves and their employees, other auxiliary persons and third parties involved, to treat in strict confidence all confidential documents and information which they receive or learn of in connection with the performance of contracts and which relate to the business sphere of the other party.

Informatec is permitted to use the logo, company name and project description as a reference and to set a link to the client's website.

The obligation to maintain confidentiality continues even after the contractual relationships between the parties have ended and is to be transferred to any legal successors.

1.8 Termination of the contract

Immediately after termination of the contract, Informatec shall release all documents, analytical programs, test aids, etc. that exist in connection with fulfilment for the client.

The provisions on confidentiality and data protection, prohibition on solicitation, warranty and liability and the general final provisions remain in force beyond the date of the termination of the contract.

1.9 Cancellation for an indefinite term

Contracts with an indefinite term, including contracts that are automatically renewed at the end of their term, such as maintenance contracts, subscription or SaaS contracts or SLAs (Service Level Agreements), must be cancelled in writing subject to a notice period of 90 days before the end of their term. This cancellation period replaces any shorter or longer periods agreed in the individual contract. If the cancellation is not made in due time, the contract shall continue to run.

1.10 Applicable law and place of jurisdiction

All contracts between the parties are exclusively subject to Swiss law, excluding the United Nations Convention on the International Sale of Goods (so-called Vienna Sales Law) of 11 April 1980.

The courts at the registered offices of Informatec are solely responsible for deciding any disputes in connection with the present contracts.

1.11 Concluding Provisions

1.11.1 Communications

Communications regarding the exercise of rights and obligations arising from the contracts must be sent in writing to the address of the contracting partner, by letter or e-mail and with subsequent confirmation.

1.11.2 Partial Invalidity

Should individual provisions or parts of the contracts prove to be void or ineffective, the validity of the contracts shall otherwise remain unaffected. In such a case, the contracting parties shall adjust the contract so that the objective of the invalid or void section is achieved to the best possible extent.

2 Service Agreement

2.1 Object

The regulations for services include the provision of services such as consulting, project management, software configuration and installation, software programming, maintenance and support, instruction, training and similar services that are provided by Informatec on behalf of the client.

2.2 Services

Informatec provides its services in accordance with the conditions, specifications and service level agreements (SLA) agreed in the order confirmations.

Unless Informatec explicitly promises work contract services in the corresponding order confirmations, it shall perform its services within the order relationship. Informatec may involve third parties in order to have its obligations fulfilled.

2.3 Dates and Delays

Dates are deemed to have been met when the Informatec service is provided in accordance with the agreed schedule. If Informatec determines that the schedule is jeopardised, Informatec shall notify the client.

In the event of a delay in delivery, both contracting parties undertake to contribute at their own expense to ensure that the services can be performed on time, even if they are not to blame for the delay.

In the event of a delay in delivery due to force majeure, neither of the contractual partners is liable. If Informatec defaults, for reasons attributable to itself, on the adherence to dates that have been expressly contractually agreed as binding milestone dates (fixed dates), the client must twice grant it an appropriate grace period that has been communicated in writing. If Informatec does not meet the second grace period, the client is entitled to withdraw from the contract.

If the client exercises its right of withdrawal, Informatec shall reimburse all payments made up to that point, without interest. The client shall return to Informatec all documents, analysis programs, test aids etc. received from Informatec.

Services that have already been performed in accordance with the contract and can be used by the client as such are to be paid for in full and are not affected by such withdrawal.

2.4 Acceptance of Services Rendered

Acceptance provides proof of the functionality of the IT system in accordance with the agreed specifications. If an acceptance has been agreed, it is up to the client to provide the test data necessary for an appropriate acceptance.

Acceptance is the client's responsibility. Informatec is obliged to participate in its execution.

Acceptance must take place within 10 days at the latest after Informatec has notified the client in writing that the service is ready for acceptance. If there are significant defects during acceptance, the client has the right to rectification or subsequent delivery.

An acceptance protocol signed by both contracting parties shall be drawn up for each acceptance. It shall state which minor defects are to be corrected or the essential defects which require that acceptance must be repeated in whole or in part. If the client fails to carry out an acceptance test and to sign an acceptance report for reasons that are not attributable to Informatec, acceptance shall be deemed to have taken place 20 days after the service was rendered.

The productive use of services, partial services or the IT system as such is in any case deemed to be acceptance of the productively used part of the IT system, without the need for further acceptance.

If an acceptance definitively fails, the regulations for the impossibility of rework within the scope of the guarantee apply accordingly.

2.5 Allocation of expenses

If no specific agreements on the charging of expenses have been made in the accepted offer (=order), the following provisions shall apply.

The cost rates agreed in the service contract apply to the hours worked on the client's business premises. The same applies to expenses per trip and person. Travel time refers to the direct travel time between the client's place of work and the Informatec establishment mentioned in the contract.

Deployment plans are subject to joint planning. If the planned assignment is cancelled or reduced less than 48 hours before the planned assignment, the corresponding assignment is deemed to have been performed and shall be invoiced.

Operations on the client's premises are either carried out and invoiced as 4h (1/2 day) or 8h (full day) operations. Deployments exceeding 8 hours are deemed to be overtime and shall be additionally invoiced.

2.6 Remuneration and expenses

If no specific agreements on the reimbursement of expenses have been made in the accepted offer (=order), the following provisions shall apply.

The client shall remunerate the services by Informatec according to the agreements in the service contracts as a flat rate or according to expenditure.

Flat rates are based on the principles known at the time the contract was concluded. In the event of an unforeseeable change to these principles, Informatec has the right to adjust flat rates after consultation with the client.

If no flat rate has been agreed with the payment plan, the services shall be invoiced at cost and billed monthly. Expense prices are based on the actual effort and the agreed cost rate.

Travel, food and accommodation expenses shall be invoiced to the client separately on a monthly basis, unless otherwise agreed.

2.7 Warranty for services

Informatec warrants for a period of 30 days after acceptance in accordance with Section 2.4 that its services have the features agreed in writing in the project contract and that they do not contain any defects that significantly impair the specified use. No further warranty is assumed.

The warranty does not apply if the defect is due to causes that are beyond Informatec's sphere of influence or for which the client is imputable, in particular through the use of components that do not form part of the IT system in accordance with the corresponding service contract and are not required for its contractual functioning or if the defect is due to the fact that the client or a third party has made changes to the IT system or parts thereof.

If the client is at fault, any guarantee is excluded.

In the event of a defect, the client can only request rectification free of charge within a grace period, to the exclusion of all other statutory warranty claims. If the defect cannot be remedied within the grace period, the client shall inform Informatec in writing of a grace period in which to remedy the defect that is appropriate to the cause of the defect.

If the remedy definitively fails, the client can request a reasonable reduction to the agreed remuneration or, in the event of a significant defect that prevents the client from using the IT system as a whole, can withdraw from the service contract. The provisions in section 2.3 apply to the consequences of a withdrawal from the contract.

2.8 Change Management

Changes to the scope of services during the provision of the contractual service are subject to regulated change management. Both parties have the right to make change requests at any time.

If the client makes the change request, Informatec shall then review the change request and send the client a written offer for the change, including the effects on scope, duration and remuneration. If Informatec makes the change request itself, this already contains the change offer.

If the change offer is approved, it shall become an integral part of the existing service contract.

Unless otherwise instructed by the client, Informatec shall continue to meet its contractual obligations in accordance with the original contract until the change offer is accepted.

2.9 Rights to the Work Result

Unless otherwise stipulated in the contract, Informatec retains all rights to the work results created in accordance with this service contract.

If the work result is software, the client shall receive a non-exclusive, non-transferable and unlimited right to use the software.

For other work results, the client shall receive a non-exclusive, non-transferable and unlimited right of use for their own use.

The provisions of the respective software license agreement apply to the licensing of the software.

2.10 Non-solicitation Agreement

Without the written consent of Informatec, the client undertakes not to enter into contract negotiations for a contract for a personal work performance (employment contract, simple order or any other contractual relationship) with any Informatec or Consilix AG (daughter company of Informatec) employee or to directly submit an offer for such a contract to an employee. This non-solicitation agreement applies for the duration of the service contract and for 18 months after its termination.

All employees working under a contract can be viewed on the Informatec website under the "Team" section.

If the client violates the ban on solicitation, he shall owe Informatec a one-time contractual penalty to the sum of a gross annual salary of the recruited employee, however a minimum

of CHF 100,000, subject to the right to assert further proven damages. Payment of the contractual penalty does not release the client from the obligation to continue to comply with the non-solicitation rule.

3 Sales and Delivery of Products

3.1 Object

"Products" is taken to mean software that is offered and distributed by Informatec. Informatec shall deliver the products specified in the order confirmation to the client. It shall regulate the type and quantity of the products to be delivered.

Without a written agreement to the contrary, each individual order is to be regarded as a separate purchase contract.

If the client requests changes to Informatec's order confirmation, these must be mutually agreed in writing. Informatec is entitled to charge the client for costs that have been incurred before the order was changed.

Informatec can charge a processing fee of max. 5% of the contract order value.

3.2 Supply of products

The order confirmation is decisive regarding the scope and execution of the accepted Offer (=Order). In the absence of an order confirmation, Informatec's offer or any other order placed by the client is decisive. The availability of the products at the supplier or manufacturer is reserved.

3.3 Prices and Price Adjustments

The client shall be invoiced for the prices of the products valid at the time the order is confirmed or placed.

Services that are not included in the sales price, such as installation, commissioning, training and user support shall be paid to the client.

3.4 Warranty

Informatec warrants that the products will be delivered in a functional condition in accordance with the information specified by the manufacturer. Informatec is also liable for the suitability of the products for their intended use. However, Informatec does not warrant the functionality of the products within an IT system or with a specific application.

Informatec offers the client the same guarantees and warranties that it receives from manufacturers or suppliers. Any additional warranty services are excluded.

The guarantee is excluded in any case for defects that are based on one of the following causes:

- inadequate maintenance, especially by non-Informatec personnel; or
- failure to observe the operating or installation instructions; or
- improper use of the products; or
- unauthorised interference on the part the client or third parties; or
- changes not made by Informatec; or
- non-reproducible software errors; or
- external influences, in particular force majeure, lightning, fluctuations in voltage, natural forces and other reasons which are not imputable either to Informatec or the manufacturer or supplier.

3.5 Retention of Title

All products supplied by Informatec remain the property of Informatec until the agreed price has been paid in full, with all additional costs.

Up to this point, the goods may neither be pledged by the client nor transferred as security, nor sold or rented without a licence.

The client authorises Informatec to have any retention of title entered in the retention of title register.

3.6 Industrial Property Rights and Usage Rights to Software

All industrial property rights to software products are and remain the property of the manufacturers or suppliers of the software.

The conditions of use and warranty of the software products supplied by Informattec are based on the special provisions of the software licence agreement or the related terms and conditions of the manufacturer or supplier of the software. The client acknowledges that the manufacturer or supplier can request the cancellation of the granted licence and the withdrawal of the product in the event of a violation of the usage or licence provisions.

If the licence provisions are disregarded, the client is liable to the manufacturer or supplier of the software.

When reselling or otherwise passing on the software products, the client undertakes to transfer to the respective purchaser the obligations arising from the conditions of use and warranty of the manufacturer or supplier of the software in the sense of a transfer of obligations.

3.7 Patents and Copyrights of Third Party Products

If a third party alleges or asserts claims against the client due to violation of a patent, copyright or other industrial property right by delivered products of a third party, the client shall inform Informattec in writing and without delay of such infringement notices or claims made.

Informattec shall immediately forward this information to the supplier or manufacturer and ask them to regulate the situation.

3.8 Legal Warranty for Informattec's own Software

Informattec warrants to the client that Informattec's own software, developed by Informattec and used to fulfil this agreement, is free from third-party rights or that the necessary third-party rights have been obtained.

Should the client nevertheless be held culpable in law due to violation of property rights through possession and/or use of the software, the client is entitled, but not obliged, to involve Informattec in the process by means of a dispute or analogous precaution of the applicable procedural law. The client is free to leave the process control to Informattec at their expense. In such case, Informattec and the client are mutually obliged to provide each other with any information that can be used to defend the claim free of charge upon first request.

Insofar as the client is subject to Informattec despite reasonable care in their own behavior and despite the dispute being declared, Informattec must compensate the client for all services to which the client has been sentenced and for all court and procedural costs. Any further liability, in particular for consequential damage to the client, is excluded.

3.9 Data Intelligence Academy (DIA)

Informattec runs a Data Intelligence Academy (DIA) and offers different trainings. When purchasing a DIA Training Card, you acquire the right to participate at an Informattec course (Private or Public / Virtual or Classroom). DIA Training Cards are valid for 12 months from the date of purchase and can be used for any Informattec training at any training centre. The dates stated publicly are not binding and will only be held if the minimum number of participants is reached. There is no entitlement to delivery on the desired date. Informattec reserves the right to exchange its own DIA Training Cards with Qlik Training Cards with the same range of services. The prices of the DIA Training Cards are per person and per day, plus VAT. The invoice will be issued after the order has been received and is due independently from the date of the training.