

Q Point General Terms and Conditions

Valid from July 1st, 2025

1. Validity, General principles

- a) These General Terms and Conditions (GTC) apply to all offers, deliveries and services of Q Point AG (CH), Q Point GmbH (AT) and Q Point GmbH (DE) - all hereinafter referred to as QP. They shall also apply to all future business relationships - in particular in the case of verbal, telephone, electronic or postal offers, deliveries and services, even if they are not expressly agreed again. Reference to these GTC and their publication on offers, order confirmations, invoices or other company documents shall also suffice for the validity of these GTC.
- b) Purchasing or other general terms and conditions of the buyer are not binding for QP unless they are expressly recognised in writing by QP.
- c) Assurances of characteristics, collateral agreements and amendments require written confirmation by QP to be effective.

2. Commissioning and provision of services

- a) The order must be placed by the customer in writing. For the conclusion of the contract, it is sufficient if an offer signed by QP is signed by the customer.
- b) Unless otherwise agreed in the contract, the services shall be provided in consultation with the customer.
- c) Unless otherwise agreed, QP shall be permitted to cite the customer as a reference after the provision of the service and to use the customer's company logo for advertising purposes (brochures, trade events, homepage, advertising material, etc.).

3. Prices, terms of payment and invoicing

- a) All offer prices and prices in the order confirmations are exclusive of statutory taxes.
- b) Unless otherwise agreed, the licence prices for software services are subject to an annual index adjustment. The index basis for all customers in Switzerland is the Harmonised Index of Consumer Prices HICP (basis: 2015=100, Switzerland), for all other customers the Harmonised Index of Consumer Prices HICP (basis: 2015=100, Austria), published monthly by Eurostat. If these index values are no longer calculated or published, QP shall be entitled to use other corresponding indices that come closest to the content of the indices mentioned. If the change in the index value between the month in which the contract is concluded (or the last month of adjustment) and the value available on the invoice month (maximum 3 months before the invoice month) exceeds the value of 5%, the price shall be adjusted in full. Subsequent price negotiations and invoice reductions for contractually agreed and rendered services are excluded.
- c) Invoicing takes place electronically and is sent to the e-mail address provided by the customer or to the customer's general published contact address. A paper invoice will only be sent if requested.
- d) QP shall be invoiced by the company that is the contractual partner. The services may also be provided by other Q Point companies.
- e) Payment of the invoice amount must be made without any deductions. In all other respects, the terms of payment according to QP's offer or order confirmation shall apply.
- f) If the customer defaults on any payment – including a single instalment under an agreed instalment plan – or if QP becomes aware of any other circumstances that raise doubts as to the Customer's creditworthiness, QP shall be entitled to declare all outstanding amounts immediately due and payable and to require advance payments or the provision of security for any remaining deliveries. Without prejudice to its rights under any retention of title, QP reserves the right to terminate the contract and to claim damages for non-performance. In the event of default by the Customer, QP shall be entitled to charge interest at the statutory rate from the date such default arises. Offsetting against counterclaims is explicitly excluded.

4. Postponement, Withdrawal, and Contract Termination

- a) In the event of a cancellation or postponement of commissioned services by the customer up to 48 hours before the scheduled performance, no fees shall be charged, except for already booked and non-refundable expenses for travel or transportation, which shall be invoiced in full.
- b) In the event of short-notice postponements (less than 48 hours before the scheduled performance) or cancellations of entire projects or individual project days by the customer, 50% of the agreed fees for the cancelled services shall be due. Any travel expenses and disbursements already incurred or non-refundable shall be invoiced in full. Fees and expenses for any newly added project days shall be charged in accordance with the original offer.

5. Dates, terms of delivery, limitations of liability and warranty

- a) Any dates and deadlines stated by QP are non-binding unless expressly agreed otherwise in writing.
- b) In the case of shipment of goods by QP, and unless otherwise agreed, acceptance by the parcel service shall be deemed as acceptance by the customer. Risk shall transfer to the customer as soon as the shipment has been handed over to the company responsible for transportation.
- c) Shipment shall be carried out at QP's discretion, in accordance with the nature of the goods. Express shipping or additional insurance shall be arranged only at the customer's request and will be invoiced separately.
- d) The warranty period for deliveries commences at the point in time when the risk transfers, as specified in clause 5(b). For software service agreements, the warranty period begins upon the technical provision of the licensed software services. For services, it begins upon completion of the respective service.
- e) In the case of third-party products, QP's liability is limited to the assignment of QP's own warranty claims against the supplier of such third-party products.
- f) The customer is solely responsible for data backups and for implementing protective measures against viruses and data breaches on its own systems.
- g) Claims for damages due to non-performance may only be asserted if the damage was caused intentionally or through gross negligence by QP or its vicarious agents.
- h) The breaching party shall only be liable to the other party for direct and immediate damages caused by negligent breach of its contractual obligations. Liability for indirect or consequential damages, including but not limited to lost revenue or profits, loss of use, capital costs, or the costs of procuring substitute goods or services, is excluded to the extent permitted by law. In any case, liability is limited to the contract value.

6. Retention of title

- a) Until full settlement of all claims arising from the delivery of goods to the customer, title to the delivered goods shall remain with QP. The customer is entitled to use the goods in the ordinary course of business, provided that the customer is not in default of payment to QP. Pledging or assigning the goods as collateral is not permitted.
- b) For business relationships governed by lease or hire-purchase agreements, the specific terms and conditions of the respective contract shall apply.

7. Additional Provisions for the Use of Software Services

- a) Upon conclusion of the agreement between the customer and QP concerning the use of software services, a software usage agreement is established.
- b) The use of the software services is only permitted upon acceptance of the currently applicable software terms of use.
- c) Unless otherwise agreed, the usage agreement shall commence on the first day of the month following the month in which the technical provision of the software services has been completed. Unless otherwise agreed, the agreement shall automatically renew for

successive periods of 12 months unless terminated in writing by either party at least 12 weeks (or, for data and cloud service contracts for Q Machines, at least 16 weeks) prior to the end of the respective term. The right to extraordinary termination pursuant to clause 7(d) remains unaffected. Upon the effective date of termination, QP shall be entitled to deactivate access to the software services.

- d) The right of both parties to extraordinary termination for good cause remains unaffected, subject to statutory requirements. Good cause for QP shall be deemed to exist in particular if the customer, without legal justification and despite being reminded, is more than two months in arrears with the payment of a due fee. If the customer is responsible for the reason for termination, the customer shall be obligated to pay QP the agreed remuneration, less any expenses saved by QP, up to the earliest date on which the contract could have ended by ordinary termination.
- e) Termination notices must be made in writing to be effective. Compliance with this form is a prerequisite for the validity of the termination. Fax and email do not satisfy the requirement of written form.
- f) Upon termination of the agreement, QP shall return to the customer all documents provided by the customer and still in QP's possession which are related to this agreement, and shall delete all data stored at QP, unless statutory retention obligations or rights apply. In all other respects, QP's privacy policy shall apply.

8. Applicable law, place of fulfilment, place of jurisdiction

- a) Unless expressly agreed otherwise, all legal relationships between QP and the customer shall be governed by the law of the country in which the contracting QP entity has its registered office. The application of conflict-of-law rules is excluded.
- b) The place of performance for all deliveries and services provided by QP – except for software services – shall be the registered office of the respective contracting QP entity. Regarding software services, the data center shall be deemed the place of performance for their technical operation; the respective customer's location shall be deemed the place of success for their use.
- c) The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall, to the extent permitted by law, be the registered office of the respective contracting QP entity.
- d) Severability Clause: Should any provision of these terms and conditions or any other contractual agreements between the parties be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid provision which most closely reflects the economic purpose of the original provision in a legally permissible manner.

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