



# General Terms and Conditions

Last updated May 2021

## 1. Scope, general principles

1.1. These General Terms and Conditions (GTCs) apply to all offers, deliveries and services of Q Point AG (CH), Q Point GmbH (AT) and Q Point GmbH (DE) – all referred to hereinafter as QP. They shall also apply to all future business relationships – in particular for verbal, telephone, electronic and postal offers, deliveries and services, even if not once again expressly agreed. For these GTCs to be effective, reference to them and their disclosure on offers, order confirmations, invoices or other company documentation is also sufficient.

1.2. Modifications to the General Terms and Conditions or provisions of a contract must be in writing and shall only apply with QP's express written consent.

1.3. Purchasing or other General Terms and Conditions of the buyer are non-binding for us unless they are expressly recognised by QP in writing.

## 2. Offers/conclusion of contract

2.1. Warranted characteristics, ancillary agreements and modifications require written confirmation by QP to be effective.

2.2. QP is expressly permitted to cite the Customer as a reference and to use the Customer's company logo for advertising purposes (brochures, specialist events, homepage, advertising material, etc.), unless otherwise agreed.

## 3. Commissioning of services/consulting services

3.1. The order must be placed in writing. The conditions on the basis of the confirmation of order or the "Terms and Conditions for Field Assignments" in its current version at the time the contract/agreement is concluded shall apply. This can also take place separately as part of a software user agreement.

3.2. If expenses related to an order exceed any flat-rate agreement, QP may demand the difference. Prior agreement with the Customer is required.

## 4. Prices and terms of payment/invoicing

4.1. Invoicing is carried out electronically and is sent to the email address provided by the Customer or the Customer's primary published address. A paper invoice is available for a flat rate of € 10.00 for expenses.

4.2. Invoicing on the part of QP is handled by the respective affiliate providing the service. This may deviate from the main partner to the contract, depending on the service.

4.3. All prices are exclusive of statutory VAT. The invoice amount shall be paid without any deduction. The terms of payment in accordance with QP's offer or confirmation of order shall also apply. Should the Customer default on payments, in the event partial payments with an instalment have been agreed the outstanding partial payments shall become due without delay. Notwithstanding the rights from the reservation of title, QP shall be entitled to withdraw from the contract or to demand compensation for damages due to non-performance. If a Customer is in default, QP shall be entitled to charge interest at the statutory rate from the relevant date.

4.4. If the Customer fails to meet his payment obligations, or if QP under other circumstances obtains knowledge which calls the Customer's creditworthiness into question, QP shall be entitled to render the entire remaining debt due and payable and to demand advance payments or securities for deliveries still outstanding. Offsetting against counterclaims is expressly excluded.

4.5. The prices are subject to an annual index adjustment (basis = Harmonised Index of Consumer Prices HICP (2015=0) in CH total index Switzerland otherwise EU; published by the Federal Statistical Office. If the change in the index exceeds 5%, a full price adjustment is made.

4.6. Subsequent negotiations concerning price and invoice reductions for services that have been contractually agreed and performed shall be excluded.

## 5. Postponement, withdrawal and cancellation of the contract

5.1. If the services ordered are cancelled or postponed no earlier than 48 hours prior to performance, the order shall not be invoiced. Expenses for accommodation/transport that have already been booked shall be charged in full.

5.2. Should there be last-minute (less than 48 hours prior to performance of services) postponements or cancellations of entire projects or individual project days, fees and expenses totalling 50% of the cancelled dates shall be charged. Travel expenses that have been incurred and cannot be cancelled shall be charged in full. Fees and expenses for the new, additional project days shall be calculated in accordance with the offer.

## 6. Delivery terms, limitation of liability and warranty

6.1. The dates and periods stated by QP are non-binding unless otherwise agreed in writing.

6.2. If goods are dispatched by QP, the confirmation of acceptance by the parcel service shall be deemed accepted. The risk shall pass to the Customer as soon as the shipment has been handed over to the company responsible for transport.

6.3. The goods shall be dispatched accordingly at QP's discretion. Express dispatch or additional insurance shall be handled at the Customer's request and invoiced accordingly.

6.4. Liability for Customer data security, virus protection and data privacy shall be borne exclusively by the Customer.

6.5. The warranty period shall commence at the date stated under item 6.2 for the passing of risk. For third-party products, our liability is limited to the assignment of the warranty claims to which we are entitled against suppliers of third-party products.

6.6. Damages due to non-performance may only be asserted if the damage has arisen as a result of QP or one of the vicarious agents due to wilful intent or gross negligence

## 7. Reservation

7.1. The delivered goods shall remain the property of QP until the claim arising for QP from the delivery of goods to the Customer is settled. The Customer is entitled to process, use and sell the goods in the orderly course of business as long as he is not in default to QP. Pledging and transfers of security are not permitted. For business relations in the scope of a lease or lease purchase agreement, the provisions of the respective agreement shall apply separately.

## 8. Additional provisions for specific areas of maintenance and repair services – our terms and conditions apply

8.1. For software that we deliver and/or maintain, the agreements included in the user agreements or in the software licence and software maintenance agreement shall also apply.

## 9. Applicable law, place of performance, place of jurisdiction

9.1. The law at the domicile of the respective QP company apply to all legal relations between QP and the Customer unless otherwise agreed. The place of performance for our obligations is the domicile of the respective QP Company. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the domicile of the respective QP company, to the extent it is legally permissible.

9.2. Severability clause: if a provision in these terms and conditions or within the framework of other agreements with the Customer is or becomes invalid, the validity of the remaining provisions or agreements shall remain unaffected. At the same time, the ineffective provision shall be replaced by an effective provision which achieves the economic purpose of the ineffective provision to the extent possible.

## 10. Data protection / customer information

10.1. The Customer is required to report modifications to his master data, in particular to contact information and contact persons, without delay.

10.2. Personal data shall be stored by QP and processed and used only in strict compliance with the applicable data protection regulations. We observe the principle of not selling, leasing or making personal data available in another way. By cooperating, the Customer declares his willingness to store his data within the framework of the business relationship.

10.3. For the processing of personal data within the scope of a software licensing and user agreement, we refer to the commissioned DPA associated with this and to the corresponding information on data protection.