

General Terms and Conditions

1 Scope / Application

The following General Terms and Conditions (GTC) govern the basic, legal rights and responsibilities between baseVISION AG (hereafter called baseVISION) and its Customers within the context of sales contracts for commercial goods as well as contracts for IT Services rendered (hereafter called Services) provided that no other terms and conditions have been agreed upon in writing between the respective parties. Verbal agreements are invalid.

2 Contract Conclusion and Cancellation

The contract is concluded when baseVISION, within the customary processing time of a maximum of five (5) days, confirms the acceptance of the order (commercial goods) or of the contract (Services) in writing, or, after receipt of the order, delivers the ordered commercial goods or executes the contract. If baseVISION agrees to a cancellation or a reduction, the Customer is responsible for any costs already incurred by baseVISION or any price increases that are the result of a reduction. Orders for commercial goods beyond the standard product offering cannot be cancelled.

3 Delivery and Performance

After processing, the ordered commercial goods are ready for pick-up at the registered location of baseVISION. If the commercial goods are to be delivered to the Customer, the Customer assumes all costs associated with packaging and transportation of the commercial goods. Upon prior agreement with the Customer, baseVISION reserves the right to include expert third parties in the execution of Services. baseVISION reserves the right to modify Services as necessary or for important reasons. Working hours will be documented in a work report. Time spent by employees of baseVISION working for the Customer or being available to the Customer counts as working hours irrespective of where the Services were rendered. The Customer shall provide baseVISION with all existing information, equipment, as well as other support and access to the system environment necessary for the execution of the contractually agreed-upon Services free of charge, provided that contractual rights of third parties are not violated thereby. The delivery and performance dates (hereafter called Delivery Dates) as well as delivery and performance periods (hereafter called Delivery Periods) indicated by baseVISION are non-binding. All Delivery Dates, including those negotiated as binding, are subject to correct and timely delivery to baseVISION by third parties and exclusion of any unforeseen incidents. In the event of an act of God or other unforeseen, extraordinary circumstances through no fault of baseVISION, the Delivery Period of baseVISION is extended correspondingly to the duration of such incidents plus a reasonable start-up period, if baseVISION is prevented from meeting its timely delivery obligations thereby. If delivery is impossible or unreasonable, baseVISION is released from its delivery obligation. If the delivery delay exceeds two months, the Customer has the right to withdraw from the contract. To the extent possible, baseVISION will provide notice of operational disruptions that are required for troubleshooting, maintenance, or installation of updates, etc.

4 Limitation

Services not offered must be communicated to the Customer by a baseVISION employee prior to execution and be commissioned by the Customer.

5 Prices / Conditions / Payment

All prices exclude VAT and other applicable fees. Price changes by the manufacturer are expressly reserved. baseVISION reserves the right to change prices at any time. Rebates and discounts are only warranted through special agreements. Assignments outside of regular business hours (see www.baseVISION.ch) as well as legal holidays are subject to special conditions. Work performed Saturdays and at night generally incurs a surcharge of 50% of agreed-upon rate; work performed on Sundays or legal holidays incurs a surcharge of plus 100% of the agreed-upon rate. Should the Customer enter payment default, baseVISION has the right to cease all contractual services with the Customer. In the event of payment delay, overdue fees in the amount of CHF 20. — per overdue notice will be charged as well as a default interest of 5 % commencing at the due date.

6 Retention of Title

The delivered commercial goods remain the property of baseVISION until payment is completed. In addition, baseVISION is entitled to make a corresponding entry in the retention-of-title register.

7 Liability

baseVISION is liable for negligence by persons and property damage up to the price of the defective commercial goods or the deficient Services. In the case of recurring Services (maintenance, etc.) the annual fee constitutes the price of the Services. baseVISION assumes no liability for financial losses such as lost revenues, unrealized savings, costs incurred by the Customer, compensation claims by third parties, damages caused by delays, damages caused by commercial application of

the commercial goods, and costs associated with the inclusion of third parties, insofar this is allowed by law. baseVISION is not liable for the recovery of data unless the data was destroyed intentionally or through gross negligence, and the Customer has affirmed that this data, maintained in machine-readable format, can be reconstructed in a reasonable manner.

8 Protective Rights

The Customer accepts the protective rights of manufacturers regarding their programs and documentation, and will leave the respective proprietary notices unchanged. Ideas, concepts, and methods regarding information processing developed as part of the Services provided under this contract by baseVISION personnel alone or in collaboration with Customer employees are the property of both parties and can be used at each party's discretion. However, the Customer shall not provide access to this information either in part or in whole to third parties or publish it without the express written consent of baseVISION.

9 Data Protection

baseVISION and the Customer shall treat all confidential information as such and prevent access to that information by third parties. Both parties also agree to establish various measures to protect data from the unauthorized access of third parties while computers are directly connected or during work performed on site.

10 Guarantee and Warranty

The manufacturers of the commercial goods affirm that baseVISION is authorized to sell commercial goods to third parties and that no existing protective rights of third parties are violated through such sales. baseVISION makes no warranties with respect to the Customer regarding the flawlessness or lack of defects of the delivered commercial goods. This is the responsibility of the manufacturer. If a warranty claim is initiated by the Customer, baseVISION will negotiate with the manufacturer upon request and in exchange for a fee. The warranty claim is voided in whole if the defect was a result of poor maintenance or incorrect use on the part of the Customer. The warranty does not include the correction of flaws that resulted from normal wear, outside influences, incorrect use, or other inappropriate handling. The warranty is immediately voided as soon as the Customer or a third party makes unauthorized changes to the commercial goods on his/her own or has a third party make said changes. In the event of obvious defects or system-dependent defects, a written list of such defects must be submitted to baseVISION within seven (7) days. Once this period has passed, the commercial goods are considered approved.

11 Labor Piracy

During the course of the contract, the Customer shall not enter into an employment contract or similar legal relationship with an employee of baseVISION. In the event of non-compliance, the Customer shall pay a minimum of one year's salary of the respective employee in damages per individual case in the sense of a contract penalty. The right to assert further claims for damages remains reserved.

12 Final Provisions

Contractual rights and responsibilities are not transferable either in part or in whole without the prior written consent of baseVISION. These GTC are binding in all cases. They also apply in particular if they differ from those of the business partner.

Should a provision be or become ineffective in part or in whole, the remaining provisions of the contract shall remain in effect. The ineffective part is to be interpreted so that the commercial purpose intended by it is largely achieved. The same applies for interpretations or additions that become necessary.

These GTC are subject to Swiss law. For cases not governed by these GTC, the Swiss Code of Obligations as well as the Federal Law on Data Protection shall apply. The court of jurisdiction for any legal disputes is Däniken, Solothurn. baseVISION also shall have the right to prosecute the Customer in the court of jurisdiction for his/her residence or registered commercial address.

baseVISION reserves the right to change these GTC at any time. The modified GTC are valid for all contracts and orders since their date of publication. SLAs, packages, and maintenance contracts are integral parts of these GTC.