

General Terms and Conditions regarding the provision of IT services

SUBRIS GmbH

1. Basic principles and scope

These General Terms and Conditions (T&C) shall apply to the contractual relationship between the customer and SUBRIS GmbH with regard to services and any associated products sold therewith.

Any agreements deviating from these T&C, in particular any general terms and conditions of the customers or third parties, shall only be acknowledged, if SUBRIS GmbH expressly consents in writing.

Should any provisions of these T&C be or become void or unenforceable, this shall not affect the T&C as a whole. All ineffective or unenforceable provisions shall be replaced with new clauses, which are to correspond as closely as possible to the meaning and purpose of the T&C and, in terms of their economic impact, need to be as close to the replaced provisions as possible.

2. Offer and placing of orders

Offers from SUBRIS GmbH include the final description of the services and deliveries of SUBRIS GmbH. Draft contracts, which feature the same characteristics as offers, shall also be considered as offers.

Unless otherwise stated, offers are valid for thirty days. Any products, which are no longer available or are affected by fee changes on the part of the supplier, shall be excluded.

All offers from SUBRIS GmbH are to be treated confidentially in any case and may not be passed on to third parties without SUBRIS GmbH's written consent.

The customer shall place their order in writing with reference to the corresponding offer.

3. Cancellations

If an order is cancelled by the customer, SUBRIS GmbH reserves the right to claim lost profit. In any case, any costs already incurred plus any fee increases due to an according order reduction shall be borne by the customer.

4. Change management

The customer may place additional orders or order extensions in writing at any time.

As part of a change management process, the parties may change the commercial terms, such as the scope of services, dates and costs at any point. Such changes must be made in writing and must be accepted by both parties.

5. Services on a time and material basis

Services on a time and material basis are understood to mean services and deliveries, which are not based on an offer.

Such services on a time and material basis are billed to the customer on a monthly basis. Unless otherwise agreed, the invoice rates published on the subris.ch website shall apply.

6. Data and system security

The customer shall be fully responsible for the backup of their data and system. Before SUBRIS GmbH make any changes to the respective hardware or software, the customer shall be obliged to carry out all necessary backups. SUBRIS GmbH may at no point be made liable for data loss or damages of any kind caused by the total or partial failure of one or more systems. No lost profit of any kind may be asserted.

7. Dates

Binding dates must be mutually agreed in writing. The other party must be informed in good time of any date changes.

If dates cannot be met due to a lack of documentation or information on the part of the customer, SUBRIS GmbH shall reject any liability for resulting damages.

8. Acceptance, guarantee and notices of defect

Project-related orders must be accepted in writing by the customer. Should the customer fail to accept the delivery items, they shall be deemed to be free of defects and accepted ten days after receipt of the final invoice.

In case of product deliveries, the guarantees and warranties granted by the manufacturer shall apply.

Any defects or SLA agreements, which have not been adhered to, must be reported by the customer in writing to SUBRIS GmbH within ten days of learning of the same.

9. Force majeure

The service availability and intervention times regulated in the contracts, as well as the respectively agreed dates, do not apply in the event of force majeure.

Cases of force majeure are all events, which are beyond the reasonable control of the parties and cannot be foreseen, and in particular armed or terrorist events, contagious diseases with significant effects and / or a significant risk of infection (regardless of their classification as an epidemic), natural disasters, explosions, industrial accidents hazardous to health, political or social unrest or official orders and recommendations.

10. Liability

SUBRIS GmbH's liability shall be limited to the legally binding liability for damage caused by intentional and grossly negligent actions by its employees, legal representatives and assistants.

SUBRIS GmbH shall only be liable for direct damage. Liability shall be limited to the price of the respective service. Any further liability shall be excluded.

11. Fees

Unless agreed otherwise, prices are in CHF net, excluding VAT.

12. Payment terms

All services referenced in the SLA shall be billed monthly in advance. For orders based on expenditure, the actual services will be invoiced on a monthly basis. Project orders shall be invoiced upon completion of the respective milestones, however, advance payments may be needed for larger deliveries.

The payment deadline shall be fourteen days net from the date of invoice, unless otherwise agreed in writing.

13. Confidentiality

SUBRIS GmbH and the customer mutually undertake to keep all learnings and documents, which are part of operational security, confidential. This obligation does not apply to any information, which is verifiably in the public domain or becomes publicly known without active involvement of the recipient of the information. This confidentiality obligation shall continue to apply after termination of the contractual relationship.

14. Applicable law and place of jurisdiction

Swiss substantive law shall apply, whilst excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The sole place of jurisdiction shall be Affoltern am Albis.

15. Date of validity

These General Terms and Conditions shall be valid as of 1st October 2017.