

General Terms and Conditions **AndDan GmbH** for the performance of services in the business center (rent, infrastructure, others)

1. Foundations and Scope of General Terms and Conditions

These terms and conditions apply to the contractual relationship between the customer and AndDan GmbH regarding services and products sold in combination therewith.

Any agreements differing from these terms and conditions, in particular customer or third-party terms and conditions, are only accepted upon the explicit written approval of AndDan GmbH.

If a provision of these general terms and conditions is or will become void or unenforceable the remaining provisions shall remain unaffected. Instead of the void or unenforceable provision a new clause that complies with the purpose and intention of these terms and conditions and the economic effects of the original provision shall apply.

2. Offer and Order Placement

Offers of AndDan GmbH comprise the comprehensive description of services and supplies provided by AndDan GmbH and possible suppliers. Draft agreements shall also be considered as offers if they contain the same properties as offers.

The offers are valid for thirty days unless specified otherwise. This shall not apply to products which are no longer available or affected by suppliers' price changes.

In any event, all offers of AndDan GmbH must be treated in strict confidence and may not be disclosed to third parties unless approved by AndDan GmbH in writing.

The customer places the order in written form relating to the respective offer.

3. Cancellations

If the customer cancels an order AndDan GmbH reserves the right to claim its lost profit. In any event, the customer has to bear the costs already incurred and any price increases due to the order decrease.

4. Change Management

The customer may place additional orders or extend his order anytime in written form.

In the course of a change management process, the parties may amend the commercial conditions such as the scope of service, deadlines and costs at any time. Such amendments must be stipulated in writing and accepted by both parties.

5. Services on a Cost Basis

Services on a cost basis shall be such services and supplies that are not based on an offer.

Services on a cost basis are invoiced to the customer on a monthly basis. Unless otherwise agreed, the charge rates published on the website anddan.ch shall apply.

6. Data and System Security

The customer shall be fully responsible for his data and system security. The customer is obliged to implement the required security before AndDan GmbH makes amendments to the hardware or software. AndDan GmbH shall not be liable at any time for possible data losses or damages caused by an entire or partial system breakdown. A possible profit loss may not be claimed neither.

7. Deadlines

The parties have to agree upon binding deadlines in writing. The other party must be informed of any adjustments of the deadline in a timely manner.

If the deadline cannot be met due to lacking documentation or lacking information on the customer's part AndDan GmbH shall not be liable for any damages arising thereof.

8. Acceptance, Warranty and Notice of Defect

Project-specific orders must be accepted by the customer in writing. If the customer refrains from declaring the acceptance of the delivered items, the items shall be deemed to be accepted and free from defects ten days after the receipt of the final invoice.

For product deliveries the manufacturer's warranties shall apply.

The customer has to inform AndDan GmbH of any defects or broken service level agreements in writing within ten days after discovery.

9. Force Majeure

The service availability and intervention periods stated in the contracts and the agreed dates shall not apply in the event of force majeure.

Any event that is unpredictable and beyond the parties' reasonable control shall be deemed as force majeure. Such events are particularly acts of war or terrorism, contagious diseases with major effects and/or significant contagiousness (notwithstanding its classification as epidemic or not), natural catastrophes, explosions, harmful industrial accidents, riots or governmental orders or recommendations.

10. Liability

The liability of AndDan GmbH shall be limited to the legal liability for damages incurred by intentional and negligent actions of its employees, legal representatives and assistants.

AndDan GmbH shall only be liable for direct damages. The liability shall be limited to the price of the respective service. Any exceeding liability is excluded.

11. Prices

Unless otherwise stated, the prices shall be understood in CHF net, excluding VAT.

12. Payment Terms

Services described in the service level agreements or rents will be invoiced monthly in advance. For orders on a cost basis the effective services will be invoiced monthly. Project orders will be invoiced at the respective conclusion of a phase. However, AndDan GmbH may request advance payments for larger orders.

Unless otherwise agreed in writing, payments shall be due 14 days net upon invoicing.

13. Default

If the customer does not meet his or her payment obligation within the payment period, the customer shall be in default upon expiry of such period without further reminder and will have to pay default interest of 5%. After a free payment reminder, the customer will be charged a reminder fee of CHF 25 for each reminder level.

14. Confidentiality

AndDan GmbH and the customer are sworn to secrecy regarding any perceptions and documents within the context of commercial confidentiality. This obligation shall not apply to informations that are demonstrably public knowledge or become publicly known without the information recipient's involvement. The obligation to confidentiality shall continue to apply after the contractual relationship has ended.

15. Applicable Law and Jurisdiction

The substantive law of Switzerland shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive jurisdiction is Baar, Switzerland.

16. Validity

The general terms and conditions shall generally apply from 1. November 2020 and substitute any previous versions.