TEQABLE
Engineering Success

General Terms and Conditions

1. Scope

These general terms and conditions (hereinafter "GTC") are part of all contracts concluded between TEQABLE AG, Dammstrasse 12, 8810 Horgen as the service provider (hereinafter "TEQABLE") and the clients (hereinafter "CUSTOMER"). Item 2.1 is reserved.

2. Subject

2.1 These GTC of TEQABLE regulate the rights and obligations of the contracting parties with regard to services and / or deliveries (hereinafter referred to as the "SERVICES"), unless mandatory statutory provisions provide otherwise (e.g. right of submission) or the parties have agreed otherwise in writing (changes, additions and / or side agreements).

2.2 If there are different language versions of these terms and conditions, the German version is authoritative.

3. Conclusion of Contract

The contract is concluded when:

3.1 all contracting parties have signed the contract, or

3.2 TEQABLE has received an acceptance of its offer from the CUSTOMER and TEQABLE has reconfirmed its SERVICES to the CUSTOMER by sending an order confirmation.

3.3 These GTC are deemed to have been accepted by the CUSTOMER if they were made known to them before the conclusion of the contract and they have not been contradicted.

4. Place of fulfillment

4.1 The place of fulfillment is the place of performance agreed in the contract (e.g. place of delivery). If no such agreement is expressly agreed by the parties, the premises of TEQABLE shall be the place of fulfillment.

5. Involvement of third parties

5.1 Subcontractors

TEQABLE can call in subcontractors to provide SERVICES. The CUSTOMER has the right to reject subcontractors if he can provide justified reasons.

5.2 Involvement of Experts

If special knowledge is required for certain SERVICES which TEQABLE does not provide itself, TEQABLE can assign the provision of such SERVICES to an expert with the consent of the CUSTOMER.

5.3 TEQABLE takes no responsibility or liability for the SERVICES of experts involved, but only for their selection and instruction by TEQABLE.

6. Cooperation of the customer

6.1 The CUSTOMER will provide TEQABLE with all information necessary for the fulfillment of the contract in good time.

6.2 The CUSTOMER creates the conditions for TEQABLE to be able to provide the SERVICES. The CUSTOMER's duties to cooperate include in particular:

(i) Participation in the project organisation;

(ii) Provision of a project manager who will be granted the necessary competences;

(iii) Timely procurement of the resources to be made available by the CUSTOMER such as third-party products, third-party SERVICES or SERVICES to be provided by the CUSTOMER itself;

(iv) Clarification and procurement of any pre-existing third-party rights such as copyright, patent, trademark and design rights;

(v) Ensuring the SERVICES of side suppliers of TEQABLE;

(vi) Information to TEQABLE about regulatory requirements and special technical standards, unless the evaluation of this information is expressly assigned to TEQABLE in the contract;

(vii) Obtaining the necessary permits.

6.3 If the CUSTOMER does not fulfill his duty to cooperate in accordance with Section 6.2, any deadline commitments by TEQABLE are no longer binding and the CUSTOMER reimburses TEQABLE for the additional work that TEQABLE incurs from a breach of the duty to cooperate. The CUSTOMER also compensates TEQABLE for any additional work due to the change of the project manager in the current project.

7. Non-Solicitation

7.1 The CUSTOMER undertakes no active approach or entice away its employees or subcontractors without prior consultation with TEQABLE.

7.2 The non-solicitation applies for the duration of the service and for 1 year thereafter.

7.3 If the CUSTOMER concludes an employment contract or a service contract with the employed employee during the temporary employment or within an ongoing service and work contract or within a period of up to one year after the end of the order, the CUSTOMER owes TEQABLE a commission. The commission of 50% of the newly agreed gross annual salary of the enticed person is due upon conclusion of the employment contract or service contract within 14 days of receipt of the invoice plus VAT.

8. Confidentiality

8.1 Subject to statutory information and / or clarification obligations, the contracting parties treat all facts that are neither obvious nor generally accessible as confidential. Confidentiality must be maintained before the contractual relationship begins and remains in effect for an indefinite period after the contractual relationship has ended.

8.2 TEQABLE may list the CUSTOMER as a reference customer in advertising documents and on its website, naming their company and the type and scope of the order. Any further description of the content of the customer relationship requires the prior consent of the CUSTOMER.

9. Intellectual Property Rights

9.1 Usage and copyrights
All rights to the SERVICES created by TEQABLE in fulfillment of the contract are originally owned by TEQABLE. The rights are transferred to the CUSTOMER after full payment of all the agreed compensation. Until then, all intellectual property rights remain with TEQABLE.

9.2 Patent Rights
Patentable inventions that arise during the performance of the contract and the right to patent them belong to TEQABLE and are transferred to the CUSTOMER upon full payment of the agreed compensation.

The patent application is not part of TEQABLE's SERVICES.

9.3 Rights to individual Software
The rights to the individual software produced by TEQABLE especially for the CUSTOMER, including source code, program descriptions and documentation, regardless of whether these are in written or machine-readable form, are transferred to the CUSTOMER upon full payment of the agreed compensation. Both contractual partners retain the right to use and dispose of ideas, procedures and methods that are not legally protected. The software documentation (in particular the documented source code including overview, data and functional model and functional description) and the other documents are to be given to the CUSTOMER prior to acceptance and, on request, prior to any partial payments.

9.4 If TEQABLE's SERVICES include open source software, it must expressly point this out, stating the license terms under which the open source software is made available to the CUSTOMER.

10. Liability

10.1 Liability for damage to the CUSTOMER that can be traced back to a culpable breach of contract by TEQABLE is - as far as legally permissible - excluded.

10.2 TEQABLE's liability for lost profit, unrealized savings, third-party claims for recourse, damage from business interruptions and for all indirect and consequential damage is excluded.

10.3 The exclusions of liability set out in this section do not apply to personal injury or damage caused intentionally or through gross negligence. TEQABLE is liable to the legal extent for such damage.

10.4 TEQABLE's liability is limited to its work within the scope of its SERVICES based on the contract. TEQABLE takes no liability for the CUSTOMER's end product placed on the market.

11. Indemnity

11.1 If TEQABLE is claimed by third parties or by state authorities in connection with SERVICES, the CUSTOMER is obliged to indemnify TEQABLE in full in the following cases:

(i) Product liability claims;

(ii) Claims for infringement of third party patent rights.

11.2 The obligation to indemnify does not apply if TEQABLE is responsible for the claim through willful or negligent breach of a contractual obligation.

11.3 In addition to the replacement of legitimate third-party claims, the indemnification also includes TEQABLE's legal costs and reasonable legal fees.

12. Payment Terms

12.1 TEQABLE will invoice the CUSTOMER for the PERFORMANCE it has provided as well as any other costs incurred in the context of the performance of the contract.

12.2 The payment of the remuneration by the CUSTOMER is due within 30 days after delivery of the invoice.

13. Review and approval

13.1 The CUSTOMER checks the quality of the service as soon as it is feasible in the usual course of business and notifies TEQABLE immediately of the lack of contractually guaranteed properties, but no later than 30 days after the SERVICES have been performed.

13.2 The notification must be made in writing and specify the missing or defective parts.

13.3 In the event of a lack of or a delay in the appropriate notification of defects, the CUSTOMER has approved the service.

14. Warranty

14.1 TEQABLE guarantees that the SERVICES provided have the contractually warranted properties and do not have any physical defects that impair the value or its suitability for the intended use.

14.2 TEQABLE is liable for the faithful and careful provision of the contractually owed service and guarantees that this was carried out in accordance with the contractual specifications and the current state of science and technology.

14.3 If the PERFORMANCE does not have the contractually warranted properties or if it is defective, TEQABLE is entitled to improve its PERFORMANCE at its own expense within a reasonable period of time.

14.4 The CUSTOMER's warranty rights (Section 10) expire within one year after the contractually owed service has been provided.

14.5 TEQABLE does not provide any guarantee for the consumables and wearing parts.

15. Disposal

TEQABLE is entitled to return the material made available to it for the performance of the contract (e.g. test material) to the CUSTOMER after the end of the contract or to dispose of it. The cost of disposal will be billed to the CUSTOMER separately.

16. Assignment and Pledging

For the assignment or pledging of individual rights from the contract to third parties, the CUSTOMER is obliged to obtain prior written consent from TEQABLE.

17. Force Majeure

The contracting parties are not liable for the consequences of force majeure (e.g. war or environmental disasters, etc.). Such events give each party the right to withdraw from the contract with compensation for what has already been achieved (Section 18.3) or to delay its fulfillment accordingly; a liability for damages is not justified.

18. Termination of the Contract

18.1 Ordinary Contract Duration

(i) Contracts for PROJECT SERVICES end with their fulfillment.

(ii) A fixed-term contract ends when the agreed contract period expires. An open-ended contract can be (properly) terminated subject to mandatory statutory provisions in accordance with the contractually agreed termination provisions. In the absence of a contractually agreed period of notice, the contract can be terminated in writing by both parties with a three-month notice period to the end of a month.

18.2 For important reasons which make the continuation of the contract unreasonable for a contracting party, the contract can be terminated with immediate effect (extraordinary) after a prior, written, unsuccessful request to remedy the situation in question after the deadline has expired without result. Item 18.3 applies.

18.3 The SERVICES provided up to the termination of the contract are to be mutually compensated.

19. Other Provisions

19.1 The ineffectiveness of one or more provisions of this contract does not affect the effectiveness of the rest of the contract. The parties are obliged to jointly replace the ineffective provision with a provision that comes closest to the economic purpose of this contract. The same applies to any gaps in the contract that may arise.

19.2 Substantive Swiss law is applicable to contracts concluded with TEQABLE and to these terms and conditions. The conflict of laws and the substantive law agreement of the United Nations on contracts for the international sale of goods (CISG) is excluded.

19.3 The exclusive place of jurisdiction is Horgen, Switzerland.