

## General Terms and Conditions (GTC) of avasis AG

### 1. Scope of Application

- 1.1. These GTC apply to all consulting and IT services of avasis AG ("Avasis") as well as to the software offered by Avasis.
- 1.2. For software, separate license terms issued by the respective software vendor may apply, which may contain provisions that deviate from and take precedence over these GTC, in particular with regard to warranty and usage rights as well as liability.
- 1.3. The customer's general terms and conditions shall only become part of the contract if and to the extent that Avasis has expressly consented to their application. This requirement of consent applies in any case, for example, even if the customer refers to its GTC in the context of the order and Avasis does not expressly object to them.

### 2. Conclusion of Contract

- 2.1. The contract between the customer and Avasis is concluded as soon as the customer accepts Avasis's offer in text form<sup>1</sup>. Changes to Avasis's offer by the customer constitute a counteroffer by the customer and require Avasis's express consent in text form. Unless otherwise stated in the offer, Avasis is bound to offers for a period of 30 days.
- 2.2. The customer's order shall be deemed a binding contractual offer. Acceptance can be made either in writing (e.g. by order confirmation) or by performing the service.
- 2.3. If the scope of services provided by Avasis changes due to technical and/or legal changes, Avasis reserves the right to adjust services and prices accordingly.
- 2.4. Verbal collateral agreements are not valid unless they are confirmed by Avasis in text form.

### 3. Consulting and IT Services

- 3.1. In particular, Avasis provides services in relation to third-party software such as process consulting and data transfer, installation, set-up, customer-specific adaptations, training, and support services (non-exhaustive list).
- 3.2. Contracts between the customer and Avasis relating to consulting and IT services constitute a mandate as defined under Art. 394 et seq. of the Swiss Code of Obligations (OR).
- 3.3. The specific services provided by Avasis are set out in the respective offer (Statement of Work (SOW) and/or individual order).
- 3.4. Deviations from the contract may occur within the scope of the specific execution of the order—whether at the customer's request or at the recommendation of Avasis. In such cases, Avasis shall inform the customer of any changes to deadlines and costs. All deviations from the original contract shall only be made with the consent of the customer in text form. Excluded from this are changes to methods and procedures as a result of legal or technical standards and errors in descriptions or prices, which are expressly reserved. Avasis shall inform the customer of such deviations as quickly as possible.
- 3.5. Avasis is entitled to have the contractually agreed services provided in whole or in part by third parties.

### 4. Sale and Rental of Software

- 4.1. Software is usually provided by giving the customer access to the Siemens Support Center, where they can download the ordered software products.
- 4.2. The customer is responsible for the proper installation, commissioning, and maintenance of the software supplied by Avasis, unless otherwise agreed or unless the nature of the legal relationship dictates otherwise.
- 4.3. For the use of software, please refer to the license agreement of the respective software vendor (Avasis or third parties).
- 4.4. In the case of third-party software, Avasis is not a party to the contract between the customer and the third party. Liability on the part of Avasis for third-party software is therefore excluded. This applies even if support or warranty services are provided by Avasis on behalf of the third party.

### 5. Support Services

- 5.1. If the provision of support services has been agreed between the customer and Avasis, the customer is required to consult the relevant documentation before submitting a support request.
- 5.2. Support services are only provided once productive operation has commenced; no support is provided for the provision of test environments.
- 5.3. The customer has the option of submitting an error message, query, or request for improvement via Avasis' own ticket system. In addition, Avasis offers hotline/telephone support in German and English during office hours between 08:00 and 11:45 and between 13:30 and 17:00.

### 6. Obligations and Cooperation of the Customer

- 6.1. The customer is obligated to provide Avasis with the information and access necessary for the provision of the service free of charge, in particular the necessary network and system access and, if necessary, appropriate premises for the performance of the contractual services.
- 6.2. The customer shall name one or more contact persons to Avasis who will provide the information required to fulfill the contract free of charge, who will be available to answer questions and provide further information, and who are authorized to make the necessary decisions themselves or to bring them about immediately.

### 7. Early Termination of Contract

- 7.1. If the contractual relationship is terminated at an improper time by the customer, the customer must pay Avasis damages of 20% of the contractually agreed net remuneration plus statutory VAT for the contractually agreed but not yet rendered services. Claims for compensation for services already rendered remain unaffected by this. Avasis is entitled to prove higher damages.

### 8. Remuneration and Terms of Payment (Consulting and IT services)

- 8.1. Services shall be invoiced to the customer on a monthly basis at the hourly or daily rates agreed in the respective individual order/order confirmation. Accordingly, total prices for services are approximate or estimated values and represent neither a fixed price nor a binding cost ceiling. Unless otherwise agreed in writing in the individual order, prices are exclusive of all applicable taxes and duties and exclusive of travel costs and expenses. Prices for training courses are fixed prices.
- 8.2. Travel costs and expenses are not included in the agreed hourly rates. The following tariffs apply:
  - Travel time: CHF 120.00/hour
  - Car expenses: CHF 0.75/km
  - Rail travel expenses: Ticket price 1st class
  - Flight expenses: Ticket price Economy (Europe), ticket price Business (Intercontinental)

All other expenses (restaurant, hotel, cab, etc.) will be charged according to receipts.

- 8.3. For expressly ordered work outside normal working hours (Mon. to Fri. from 08:00 to 17:00) Avasis may charge a surcharge of 50%, and a surcharge of 100% on Sundays and public holidays.
- 8.4. Remuneration and expenses are due 20 days after invoicing without any deductions. If this payment deadline is not met, the customer shall be in default without any further reminder.
- 8.5. In the event of default, the customer shall owe default interest at the statutory default interest rate.
- 8.6. If the customer is in arrears with payments, Avasis is entitled to suspend services until the due invoices have been paid. Any deadlines can therefore not be adhered to or considered binding.
- 8.7. Avasis reserves the right to provide services only after advance payment by the customer.

### 9. Remuneration and Terms of Payment (Sale and Rental of Software Products)

- 9.1. Software licenses are invoiced upon delivery. Prices from third-party providers are subject to change.

<sup>1</sup> Text form = legible declaration that names the person making the declaration on a durable medium, e.g. by e-mail.

- 9.2. Payments are due 20 days after invoicing and without any deductions. If this payment deadline is not met, the customer shall be in default without any further reminder.
- 9.3. In the event of default, the customer shall owe default interest at the statutory default interest rate.
- 9.4. Avasis reserves the right to make deliveries only after advance payment by the customer.

## 10. Dates

- 10.1. Dates specified by Avasis are approximate and are not binding commitments, unless they are expressly designated as binding dates.
- 10.2. If Avasis is waiting for cooperation or information from the customer or is prevented from providing the service due to force majeure or other circumstances beyond its control, execution deadlines shall be extended accordingly. Section 13.3 applies accordingly.

## 11. Inspection

- 11.1. The customer must inspect the services provided immediately after the respective project completion or partial project completion and notify Avasis of any defects within 14 calendar days after the respective project completion or partial project completion in writing<sup>2</sup>, with a concrete description of the defects.
- 11.2. In the case of installation services, the customer must test the installed software immediately.
- 11.3. The customer has the exclusive right to rectification by Avasis. Cancellation and reduction are excluded.

## 12. Warranty

- 12.1. Avasis does not make any compatibility promises, in particular due to the complexity and diverse application possibilities of software products. The customer is responsible for checking the compatibility of software products before purchasing them.
- 12.2. Avasis is obligated to remedy properly reported defects within a reasonable period of time.
- 12.3. The customer is obligated to support Avasis to the extent necessary in remedying the defect. In particular, Avasis must be provided with all data and information necessary to remedy the defect. Furthermore, Avasis must be granted access to the IT environment and the affected programs or program parts if necessary.
- 12.4. Warranty rights are excluded as soon as the customer modifies or interferes with the services provided by Avasis, unless the customer proves that this modification or interference is not the cause of the defect.
- 12.5. The customer is not authorized to assign its claims against Avasis or to transfer rights and/or obligations arising from contracts concluded with Avasis to third parties in whole or in part without the consent of Avasis.

## 13. Liability

- 13.1. The liability of Avasis is excluded to the extent permitted by law. Thus, Avasis is liable—regardless of the legal grounds—only for damage caused by gross negligence or willful misconduct. Avasis is also not liable for indirect or consequential damage and for damage such as loss of profit and damage due to force majeure, as well as for damage incurred by the customer as a result of a lawful act or omission on the part of Avasis (see, for example, section 8.6).
- 13.2. Avasis shall not be liable for damages that the customer could have prevented by taking reasonable measures—in particular program/data backup and sufficient product training as well as compatibility checks prior to purchase. In particular, there is no liability for any loss of data in test environments. There is also no liability for the correctness of the data processed in test environments or for damage resulting from the fact that business decisions are based on data from test environments.
- 13.3. Neither party shall be liable for any failure to perform or delay in performance of its obligations under this agreement to the extent that such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, riots, terrorism, blockades, embargoes, storms, explosions, strikes, lockouts, acts of governmental bodies, or failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, concessions, or permits must be obtained (collectively, “Force Majeure”). Each party shall make reasonable efforts to minimize the duration and consequences of any failure or delay in performance due to a Force

Majeure event. In this case, the obligations shall be suspended until the Force Majeure and its consequences have been eliminated. In the event of Force Majeure, Avasis is not obliged to allow technicians to work at times or in places where their safety or health could be endangered. In the event of Force Majeure, Avasis may choose to withdraw from the contract, provided that it has informed the customer of the impediment.

## 14. Intellectual Property and Rights of Use

- 14.1. Avasis reserves the rights to all work and service results created by it. The rights also extend in particular to software and to all illustrations, drawings, graphics, calculations, and other documents created by Avasis. In the case of third-party software, the vendor's separate license agreement applies. A transfer of the source code is only owed if this has been expressly agreed at least in text form.
- 14.2. The customer receives a simple and non-transferable right of use to all work and service results created by Avasis within the scope of the respective individual order. Unless otherwise agreed, the right of use is unlimited in the case of a purchase; in the case of the provision/rental of software for a fixed term (SaaS), the granting of rights of use is limited to the duration of the contract term.
- 14.3. Any form of making available to the public, transfer to third parties, or any other form of exploitation of the copyrighted works of Avasis listed under section 14.1 as well as the rights of use existing therein is expressly prohibited and requires the express prior consent of Avasis, at least in text form.

## 15. Data Protection

- 15.1. Avasis ensures that it complies with data protection regulations when collecting, processing, and using personal data.
- 15.2. All personal data within the meaning of the applicable data protection regulations which Avasis receives in connection with the conclusion and execution of a contract will be treated as strictly confidential and will only be used for contractually agreed purposes and for purposes necessary for the execution of the contract.
- 15.3. Customer data that becomes accessible to Avasis as a result of a support order, data correction, or client customization is treated confidentially and only made accessible to the employees entrusted with the order.
- 15.4. Avasis will obligate all employees who come into contact with customer data in connection with the execution of the contract to maintain data confidentiality.
- 15.5. Provided data carriers will be returned to the customer after the service has been rendered or destroyed immediately by Avasis.

## 16. Prohibition of Assignment and Offsetting

- 16.1. The customer is not authorized to transfer claims against Avasis or rights and/or obligations arising from contracts concluded with Avasis to third parties in whole or in part without the consent of Avasis.
- 16.2. Furthermore, the customer is not entitled to offset claims from other contracts or legal relationships against claims of Avasis unless Avasis has recognized these other claims in writing in terms of reason and amount or they have been legally established.

## 17. Legal Venue and Applicable Law

- 17.1. All contractual relationships between the customer and Avasis are subject to Swiss law to the exclusion of any applicable international treaties or conventions (e.g. the UN Convention on Contracts for the International Sale of Goods (the Vienna Convention (CISG))). The exclusive place of fulfillment and legal venue is the town/city where Avasis is registered.

## 18. Information by e-mail

- 18.1. avasis reserves the right to use the customer's e-mail address to inform the customer about its own similar goods or services. The customer can object to this use at any time without incurring any costs other than the transmission costs according to the basic rates. The objection can be sent by email to [info@avasis.biz](mailto:info@avasis.biz) or via the unsubscribe link at the end of the email.

<sup>2</sup> Written form = handwritten signature as defined under Art. 14(1) OR, an authenticated electronic signature as defined under Art. 14(2)<sup>bis</sup> OR, a handwritten signature reproduced by mechanical means as defined un-

der Art. 14(2) OR (e.g. by means of a stamp, print, photocopy), or by electronic means (e.g. by means of a scanned signature or the e-signature solution used by the parties).

## **19. Final Provisions**

- 19.1. The GTC in the version valid at the time the respective contract is concluded shall apply exclusively. Avasis expressly reserves the right to amend these GTC at any time.
- 19.2. If individual or several contractual provisions are or become wholly or partially ineffective or invalid, this shall not affect the effectiveness of the remaining provisions of these GTC or the agreement. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that corresponds as closely as possible to the meaning and purpose of the omitted provision in the context of the remaining provisions of the contract. The same applies to any gaps in the contract.

These GTC apply from November 11, 2024