



General Terms and Conditions (GTC)

1 Validity / Scope of application

These general terms and conditions (hereafter "GTC") of Kilchenmann AG (hereafter Kilchenmann) and all its branches regulate the framework conditions of the business relationship between Kilchenmann and its customers (hereafter "customer").

The GTC supplement the regulations in the individual contracts, in which regulations deviating from the GTC can be agreed. If nothing is stated in the individual contract and its annexes, the provisions of the GTC valid at the time of conclusion of the contract shall apply.

The customer's general terms and conditions shall not apply, even if the customer refers to them when placing the order.

2 Binding nature of offers

Unless otherwise agreed, Kilchenmann offers remain binding for two months from the date of issue. If the offer is not accepted within this period and thus the contract is not concluded, Kilchenmann is no longer bound by its offer.

3 Conclusion of contract

The individual contract is concluded as follows:

- either by acceptance of a Kilchenmann offer by the customer or
- by sending an order confirmation, if the customer does not object within five days after delivery and proves that something else has been agreed or
- by signing a contract document, if the parties do not wish to be bound before signing the document.

Kilchenmann is not obliged to accept orders from the customer or reserves the right to cancel orders (especially in the case of negative credit checks).

If no written contract is concluded, the contract comes into effect with Kilchenmann order confirmation in text form or with the provision of the service by Kilchenmann.

With the conclusion of the contract the customer agrees to the GTC; these become part of the contract.

4 Amendments to the contract

Amendments to the contract may be proposed by either party at any time. In principle, the same procedure shall apply to the conclusion of amendments to the contract as to the conclusion of individual contracts or to order confirmations.

The mere specification of a service or requirement not conclusively described in the contract or order confirmation does not in principle constitute an amendment to the contract.

Amendments by the customer:

- If the client wishes a change in the individual order, Kilchenmann will inform him in writing within 10 working days whether the change is possible and what effects it will have on the services to be provided as well as on the remuneration and deadlines.
- The client decides within 10 working days whether the change should be carried out according to Kilchenmann's proposal and informs Kilchenmann accordingly.

Change requests by Kilchenmann:

- Change requests by Kilchenmann, e.g., project-related, within the sphere of influence of Kilchenmann, must be approved by the client before execution.

5 Contract components and order of precedence

In the event of contradictions between the individual contracts including their components and the GTC, the provisions in the individual contract shall take precedence.

6 Services Kilchenmann

Kilchenmann offers its customers services and products in the fields of audio-video and information technology as well as unified communication. It provides high quality services which correspond to the state of the art as well as to the current standards and recommendations. The content and scope of the agreed services result from the individual contracts.

7 Scope of services

The scope of services is determined by the individual contract and these GTC. If no separate contract document is issued, the concrete services owed result from the order confirmation with any supplementary documents (detailed project) and / or from the accepted Kilchenmann offer.

8 Obligation of the customer to cooperate

The customer informs Kilchenmann and its auxiliary persons in a timely manner of the information necessary for the fulfilment of the contract regarding objectives, preparation and provision activities, needs, requirements, operational peculiarities, processes etc. These obligations to cooperate include, but are not limited to, the work to be performed on site in accordance with section 9.4. Any licenses and permits (e.g., TV rights, radio microphone licenses, etc.) must be obtained by the customer.

For equipment installed on the customer's premises, the customer shall provide the necessary premises, including power, house installations, building wiring, etc., in accordance with the manufacturer's specifications. They shall be protected by the customer against unauthorized access and manipulation.

The customer is obliged to use only up-to-date software etc. supported by the respective manufacturer for the operating equipment to be provided. He concludes suitable maintenance and support contracts for the entire duration of Kilchenmann service provision.

The customer is obliged to inform Kilchenmann of all circumstances which may have an influence on the fulfilment of the contract, e.g., if due to disclosure or unauthorized manipulation the protection of the security elements provided by Kilchenmann for use, such as passwords, tokens, system access information, encryption and security devices, authentication methods etc. can no longer be guaranteed. This duty to inform includes the timely announcement of the postponement of possible dates in the projects of the customer, which can affect the service provision by Kilchenmann.

The client is also obliged to comply with Kilchenmann specifications, which are central for the compliant provision of the service. Such obligations, which can be specified in the individual contract, are in particular:

- The creation of the framework conditions for the delivery and/or installation of the highly sensitive and valuable material (e.g., dust and dirt-free delivery/installation location, spatial protection of the delivered material against theft and damage).
- Ensuring receipt of the goods by the customer or a third party against signature of the delivery note.

If the customer does not or not properly fulfil his obligations to co-operate, Kilchenmann is no longer obliged to fulfil the contract, however Kilchenmann will make every effort to provide its services anyway. The customer must compensate Kilchenmann for the resulting additional expenses. If Kilchenmann is jointly responsible, the additional expenditure is borne proportionally by both parties.



9 Remuneration

The agreed price includes the services agreed in the contract. All additional services / deliveries ordered by the customer shall be invoiced separately. The same applies to additional expenses which become necessary due to the fault of the client or services requested by the client, the prices of which have not been specifically agreed. The contractually agreed hourly or daily rates shall apply or, in the absence of such an agreement, the hourly or daily rates customary in the market (both hereinafter "applicable hourly or daily rates").

We reserve the right to make changes to prices and product ranges as well as technical changes. The prices and conditions mentioned in the individual contract shall be decisive. We reserve the right to make errors and misprints. The charging of additional costs due to extra work is permissible, unless otherwise agreed. Unless otherwise stated by Kilchenmann, all prices are exclusive of taxes, duties and fees. If taxes, levies or fees are included in the prices, Kilchenmann can adjust the prices to the time of an official change of these taxes, levies or fees accordingly, without the customer having a special right of termination.

10 Invoicing and terms of payment

10.1 Invoicing

Invoicing by Kilchenmann is done according to the conditions agreed in the individual contract (including annexes), after fulfilment of the agreed services and / or according to the payment schedule. Kilchenmann reserves the right to demand a deposit or advance payment.

10.2 Terms of payment

The invoice amount shall be paid by the due date stated on the invoice or in the individual contract. In the absence of any agreement to the contrary, the payment period shall be 30 days net from the invoice date. The customer is in default after expiry of the payment period. In case of default Kilchenmann is entitled to suspend or stop the contractual services until payment or corresponding security has been made. If the client is in default of payment, Kilchenmann is entitled to charge interest on arrears at the legally stipulated rate (Art. 104 OR). Invoices are considered approved by the client if he does not object to them in writing and with objective justification within 30 days of the invoice date.

Kilchenmann is entitled to charge the client reminder fees (plus interest on arrears). Kilchenmann can also involve third parties for debt collection at any time or assign claims to them. The customer must pay the minimum fees directly to the third party and to compensate him for his individual efforts and expenses, which are necessary for the collection.

10.3 Offsetting

The customer is not entitled to set off claims of Kilchenmann against counterclaims.

11 Retention of title

Goods delivered by Kilchenmann remain the property of Kilchenmann until full payment has been received.

Kilchenmann is entitled to enter the retention of title in the retention of title register at the respective domicile of the customer according to Art. 715 ZGB. The customer is obliged to give Kilchenmann his written consent on all essential points for the registration.

If the purchase price has not been paid in full, the customer is obliged to maintain the products delivered by Kilchenmann, to treat them with care and to insure them against the usual risks.

12 Delivery and installation

12.1 Transfer of benefit and risk

The benefit and risk shall pass to the customer upon acceptance of the work.

In the case of delivery of goods (material for installation to third-party craftsmen, etc.), the benefit and risk of the ordered goods shall pass to the customer upon their dispatch. They thus travel at the risk of the customer.

12.2 Delay in delivery

Delivery periods and assembly dates are agreed individually between Kilchenmann and the customer. If the scope of the contract is subsequently extended or changed and / or if the customer does not fulfil his duties to cooperate, or fulfils them late or insufficiently, the delivery periods are extended accordingly, and new assembly dates must be agreed. Unless otherwise agreed in writing, delivery dates and delivery periods are non-binding. The information is given to the best of our knowledge, but without guarantee and is subject to timely delivery by the manufacturer/supplier. The customer will be informed immediately in case of delays and Kilchenmann will try to find an alternative solution together with the customer. Should a delivery be delayed beyond a delivery date guaranteed in writing by Kilchenmann, the customer can set Kilchenmann a grace period of three weeks and withdraw from the order in question after expiry. The remaining services remain owed and are to be compensated. In this case Kilchenmann is only liable to the customer for direct and immediate damage, if the delay can be proven to be due to a grossly negligent breach of contract by Kilchenmann.

The non-observance of service levels with time specifications does not fall under the regulations of delay. The other contractual regulations apply (warranty).

12.3 Installations

Kilchenmann installs the contractual item at the agreed location and puts it into operation, if this has been expressly agreed. The customer grants Kilchenmann the necessary access to the premises. In consultation the customer provides a necessary room for temporary storage of material.

12.4 Services to be provided on site

Bricklaying work, in particular pointing and plastering work, as well as painting and carpentry work for the construction of breakthroughs, recesses, plinths, power installations and cable entries etc. for components of the installation as well as special constructions shall be carried out by the customer at his own expense and responsibility. Static calculations and expert opinions of all kinds are to be organized by the customer at his own expense. The responsibility for the coordination of the various contractors lies with the customer or the site management. If work interruptions and obstructions arise for Kilchenmann as a result of services to be provided by the customer, the resulting expenses will be invoiced separately.

12.5 Commissioning

The commissioning (if contractually agreed) includes the functional check of the devices, or the system delivered by Kilchenmann, including any necessary configurations, the connection and the switching on of the system.

12.6 Acceptance

A joint inspection shall be carried out on the acceptance of services under a contract for work and services. A record of the inspection and its result is drawn up and signed by the contracting parties involved. Kilchenmann can also demand partial acceptance, if this is reasonable for the



client. In this case, defects can only be asserted at a subsequent final acceptance, as far as these were not recognized and could not be recognized at an earlier (partial) acceptance.

If the inspection does not reveal any defects, the service shall be deemed to have been accepted without defects and the protocol shall be signed.

If insignificant defects are found during the inspection, the service is nevertheless accepted, and the protocol is signed. Kilchenmann will remedy the detected defects within the scope of warranty / guarantee services.

Defects are considered insignificant if the essential functions of a system can be used.

If there are significant defects, which make the correct use of the delivered goods impossible or limit them in an unacceptable way, and for which Kilchenmann is responsible, the acceptance will be postponed.

Kilchenmann must rectify the identified defects within a reasonable period. Kilchenmann invites the client to a new acceptance. acceptance. If the client does not carry out the acceptance test within a reasonable period despite a reminder, or if no acceptance report is made at the time of acceptance, or if the client puts the delivery items or works into operation, they are deemed to have been accepted.

13 Documentation / Instruction

13.1 Documentation

Kilchenmann shall supply the customer with the installation and operating instructions required for operation. On request and for a separate charge, Kilchenmann will compile and supply detailed system documentation with diagrams, plans and other detailed documents in the number requested by the customer for more complex systems.

13.2 Instruction

Kilchenmann will instruct the customer or the operating personnel to the agreed extent in accordance with the individual contract. If additional instructions and / or training are required over and above those originally agreed, these will be invoiced separately.

14 Warranty

14.1 Warranty for purchase contracts and services under contract for work and services

Kilchenmann is responsible to the customer for the careful and contractually compliant provision of its services. The warranty periods for purchase and / or work contract delivery objects are specified in detail in the contract documents. In principle, the product-related manufacturer's warranty provisions shall apply. In the absence of regulations, Kilchenmann warranty period is one year for hardware and four months for software/licenses. The customer inspects the object of purchase within 15 working days of delivery and immediately reports any defects found in writing.

The customer is entitled to rectification of the delivery items. The statutory material warranty claims, for damages, reduction and cancellation, are excluded to the extent permitted by law.

14.1.1 Fixed installations

In the case of fixed installations, the transport, travel and displacement costs as well as replacement equipment (if available) are included in the Kilchenmann basic guarantee for the first 4 months after acceptance / commissioning of the equipment. If there is a defect in the installation or software caused by Kilchenmann, the customer can initially only demand rectification.

Kilchenmann will remedy the defect within a reasonable period and will bear the costs.

From the fifth month after acceptance/commissioning the warranty granted by the manufacturer of the device applies. This bring-in guarantee only includes the repair of the device (Kilchenmann workshop, manufacturer or its representative). Services provided by Kilchenmann

(transport, disassembly and reassembly, working time, etc.) are subject to a charge and will be invoiced at cost.

14.1.2 Boxmoves

Boxmoves are covered by the warranty provided by the manufacturer of the respective device. This bring-in guarantee only includes the repair of the device (Kilchenmann workshop or general agency). Services provided by Kilchenmann (transport, disassembly and reassembly, working time, etc.) are subject to a charge and will be invoiced at cost.

14.1.3 Repairs and spare parts

The product/manufacturer specific warranty conditions also apply to spare parts. A warranty of 3 months is granted on repairs carried out by Kilchenmann.

14.2 Warranty for operating, maintenance and care services

Kilchenmann guarantees to comply with the service levels agreed in the contracts.

Services, for which no other service level has been agreed, will be provided according to "Best Effort". "Best Effort" means that Kilchenmann will make reasonable and economically viable efforts with the resources at its disposal to provide the service or rectify the fault, without, however, guaranteeing compliance with a higher quality or adherence to specific times.

14.3 Exclusion

Kilchenmann or its auxiliary personnel is not liable for defects which are not caused by Kilchenmann or its auxiliary personnel, e.g., defects caused by improper handling, extraordinary stress, force majeure or interventions by third parties. Furthermore, the warranty obligation does not apply if necessary, servicing/maintenance and/or measures to maintain serviceability (software updates, revisions, cleaning, etc.) have been omitted. Wear parts such as lamps, filters, batteries, rollers etc. are not covered by the warranty. The contractual guarantees also do not extend to equipment provided by the customer (including software licenses from a third-party manufacturer), even if these were procured by Kilchenmann on behalf of the customer.

15 General liability

In case of breach of contract Kilchenmann is only liable for the damage caused and proven by Kilchenmann. Liability for slight negligence and liability for auxiliary persons is excluded. In no case Kilchenmann is liable for consequential damages and for lost profit and data loss. In case of damages due to lack of exact planning documents of the customer concerning existing cable routing etc. during wall breakthroughs or other construction and installation works, any liability by Kilchenmann for direct or indirect damages or consequential damages of any kind is explicitly excluded.

Possible further liability regulations in the contract documents, for example for increased risks, for illegal intention or gross negligence in the sense of art. 100 para. 1 OR as well as the liability for defective products, as far as the conditions of the (PrHG) product liability law are fulfilled, remain reserved. In the case of personnel leasing Kilchenmann is only liable for the careful selection of the leased employees. The above provisions apply to contractual and non-contractual claims.

15.1 Disclaimer for IT/ICT risks

Kilchenmann AG accepts no liability for damages arising in connection with the use, loss or disruption of information and communication technologies (ICT). This includes in particular, but is not limited to:

- Data loss, data corruption or unauthorised data access by third parties



- System failures, interruptions or delays in the provision of IT services
- Security incidents such as viruses, malware, phishing or other cyber attacks
- Incompatibilities or malfunctions of software or hardware
- Damage resulting from improper use, configuration errors or insufficient protective measures by the customer

Kilchenmann AG does not guarantee permanent availability or freedom from errors of its IT systems and services. The customer is responsible for backing up his data and for taking appropriate protective measures against IT risks. Contractually agreed service levels or availability guarantees only apply if these have been expressly agreed in writing.

16 Force majeure

If Kilchenmann, despite all due care, cannot fulfil its contractual obligations or cannot fulfil them on time due to force majeure (natural events, warlike events, strikes, traffic jams, unforeseeable official restrictions, epidemics, power failures, hacking, malware, ransomware, DDOS attacks, sabotage etc.), the fulfilment of the contract becomes invalid or the date for the fulfilment of the contract is postponed according to the event that has occurred. Kilchenmann is not liable for any damages incurred by the client as a result of the lapse or postponement of the fulfilment of the contract, nor for damages incurred as a result of the breach of the client's duty to cooperate.

17 General Provisions

17.1 Intellectual property

All rights and/or entitlements to existing intellectual property or intellectual property arising from the fulfilment of the contract regarding services and products, software programming including source code, program descriptions, software documentation in written or machine-readable form etc. remain with Kilchenmann. Regulations deviating from this principle must be agreed in writing in individual cases.

17.2 Rights of use (license)

The customer acquires the non-transferable and non-exclusive right to use the software to the extent agreed in the contractual document (in terms of time, content and territory). During a failure of the contractual hardware, the customer is entitled to use the software on the replacement hardware without additional remuneration. Without written consent offers, which have been created and elaborated by Kilchenmann, may not be passed on to third parties as submission or offer templates. Depending on the scope (incl. project planning, conceptual design, etc.), the preparation and elaboration of offers is associated with corresponding expenditure. Kilchenmann reserves the right to charge for the expenses incurred in the event of further use of the offer.

17.3 Confidentiality obligation

The contracting parties undertake to keep confidential information, documents and data which are neither public knowledge nor generally accessible. This obligation shall be transferred to authorized third parties. In case of doubt, information, documents and data are to be treated confidentially.

Kilchenmann as well as auxiliary persons called in by Kilchenmann are not considered auxiliary persons in the sense of criminal law about special legal secrecy obligations applicable to the client and are only obliged to comply with such provisions if this has been agreed in writing.

The confidentiality obligations already exist before the conclusion of the contract and after the termination of the contractual relationship or after the fulfilment of the agreed services.

Statutory and customer-specific declarations of confidentiality shall apply overridingly.

17.4 Data protection

The parties undertake to comply with the provisions of Swiss data protection legislation. They undertake to take

commercially reasonable as well as technically and organizationally possible precautions to ensure that the data arising during the execution of the contract is effectively protected against unauthorized access by third parties.

17.5 Applicable law and place of jurisdiction

All contracts shall be governed exclusively by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and the Convention on the Law Applicable to International Sales Contracts for Tangible Personal Property of 15 June 1955.

The place of jurisdiction is Bern. Mandatory places of jurisdiction remain reserved.

18. final provisions

The rights and obligations from the respective contracts can only be assigned and transferred to third parties with

the written consent of the other party, unless otherwise stipulated in the respective contract or in these GTC. Kilchenmann may, however, assign and transfer the rights and obligations with discharging effect at any time to another company of the Kilchenmann group with registered office in Switzerland.

The parties agree that they do not enter a simple partnership (Art. 530 et seq. CO) through the contracts. If, contrary to expectations, such a company should be adopted, the dissolution of the contract to which it relates shall at the same time lead to the dissolution of the simple partnership. In this case the parties have no obligation to make contributions of any kind or additional contributions. A share in profits or losses is excluded. Each party shall bear its own costs and risks.

Should individually points of these GTC prove to be invalid, the remaining provisions remain unaffected.

Kilchenmann reserves the right to change the GTC at any time. The version of the GTC valid at the time of the conclusion of the individual contract is applied.

The current GTC of Kilchenmann can be viewed on the Internet at www.kilchenmann.ch/AGB.