

Terms and Conditions for the Provision of Products by SPIE ICS AG

1. Scope and validity

This present Terms and Conditions for the Provision of Products by SPIE ICS AG complete the General Terms and Conditions of SPIE ICS AG ("SPIE ICS") and govern the contractual relationship between SPIE ICS and its Customer ("Customer") whenever SPIE ICS makes one or several Products available to the Customer, whether they belong to SPIE ICS or to a third Party. Unless otherwise specified, all words in these terms and conditions have the same meaning as in the General Terms and Conditions of SPIE ICS.

Any general terms and conditions of the Customer are expressly excluded unless they have been expressly accepted in writing by SPIE ICS. In the context of an existing business relationship, the General Terms and Conditions of SPIE ICS and the present terms and conditions shall apply, even if an individual order or contract does not specifically refer to them.

2. Contract term (start, duration, termination)

The contract term is determined in writing by agreement between the Parties, in principle in the service contract. Unless otherwise explicitly agreed in writing, early termination by the Customer is not possible.

3. Ownership

Ownership of the Products shall be retained by SPIE ICS or a third party for the entire contract term. The Customer shall refrain from any and all actions that could in any way impair the ownership rights of SPIE ICS or said third party. In the event that ownership should reside with a third party, the Customer is instructed to exercise possession on behalf of said third party.

If the Customer wishes to purchase the Products on expiration of the term, SPIE ICS and any third party will consider the sale of the products according to art. 6.3. Such sale is subject to the consent of any third-party owner.

4. Remuneration

The remuneration due for the provision of the products and for the related services shall be in principle agreed in the service contract.

Unless otherwise agreed between the Parties, remuneration is paid monthly in advance. SPIE ICS shall claim the amounts due by submitting an invoice. All invoices are to be paid without deductions within 30 days of their date of issue.

Subject to the mandatory statutory provisions, remuneration shall be owed even where the agreed service has not been used or only partially used by the Customer.

Any set-off against claims is excluded without the express written consent of SPIE ICS. This shall apply equally in the event of bankruptcy, a stay of bankruptcy, or insolvency of the Customer.

The Customer is solely responsible for any insurance premiums, fees, taxes and other levies owed on account of the Products located at the Customer's premises and levied against the Customer or SPIE ICS in connection with the Products. The Customer shall in particular bear the statutorily owed value added tax. SPIE ICS shall, moreover be entitled to pass on to the Customer in full any new tax or levy or increase to existing taxes or levies, in particular any increase in value added tax.

5. Termination of the contract

Default in payment by the Customer and termination are governed by art. 11 and 12 of the General Terms and Conditions of SPIE ICS.

6. Products located at the Customer's place of business

6.1. General rights and obligations of the parties

The Customer shall refrain from any improper use of the Products and prevent third parties from the same. The Customer shall be liable for any depreciation in value of the Products due to improper use or handling thereof by itself or third parties.

SPIE ICS or any third-party owner shall be entitled to inspect or examine the Products at any time. The Customer is required to inform SPIE ICS or any third-party owners of the current location of the Products.

The Customer shall not be entitled, without advance written consent, to make changes to the Products.

The Customer must immediately notify SPIE ICS of the confiscation of all or part of the Products by way of seizure, retention or sequestration and of the opening of a bankruptcy. The Customer must also inform the debt collection and bankruptcy office about the rightful owner.

Any damages to any Product are to be immediately notified to SPIE ICS together with a description of the factual background which led thereto. The same shall apply for any loss or disappearance. As long as a Product is in possession of the Customer, the Customer shall bear the risk of any accidental damages to, loss, or disappearance of that Product.

Any onward-letting, subletting or other transfer of the of any Product to third parties is not permitted. The Customer is not permitted to assign any rights whatsoever over the Products.

SPIE ICS reserves the right, at its sole discretion, to replace any Products with equivalent or superior Products. SPIE ICS will make reasonable efforts to notify the Customer of any replacement in advance, unless urgent or unforeseeable circumstances necessitate immediate replacement to maintain service continuity. Unless otherwise agreed, any such replacement shall not result in additional charges to the Customer.

6.2. Insurance coverage

When the Products are located on the Customer's premises, the Customer shall be required to obtain and maintain insurance coverage at its own expense. In addition, it shall be required to obtain and maintain insurance coverage against damages which could be inflicted by the Products and for which it or SPIE ICS is liable, e.g. owner liability.

The Customer assigns to SPIE ICS any rights and benefits resulting from such insurance coverage.

In addition, the Customer shall be liable for all damages suffered by SPIE ICS or any third-party owner as a result of damage to or loss of the Products, to the extent not covered by said insurance benefits. Where SPIE ICS or any third-party owner is found to be liable on account of the Products located at the Customer's place of business, they shall have recourse to the Customer.

6.3. Return of the Products or Purchase Option

Before the end of the contract, SPIE ICS can – but is not obliged to – make an offer to the Customer to purchase part or all the products. Until full payment of the price, ownership of the products remains with SPIE ICS or the third-party owner.

When the contract is terminated for whatever reason, the Customer must return the Products which have not been purchased in good condition within 7 days from the end of the contract. SPIE ICS reserves the right to inspect the returned products to and claim compensation if the returned products are

damaged or incomplete.

Any right of retention by the Customer over the products for claims against SPIE ICS or any third-party owner are excluded. In the event the Customer fails to return the products on time despite a written warning from SPIE ICS with a 10 working days deadline, SPIE ICS is entitled to an indemnity equal to the market value of the products plus a handling fee equal to 3% of that value but at least CHF 5'000. In addition, SPIE ICS or any third-party owner has the right to remove the products from the Customer's place of business at the latter's expense, or have it removed, without this requiring a court order or any surety deposit.

At the time of return of the products, SPIE ICS, any third-party owner or any designated third party shall draw up a written protocol recording the returned products and their condition, which shall be sent to the Customer by registered mail, unless said protocol is immediately handed over to the Customer subject to the latter acknowledging receipt thereof in writing.

The protocol is deemed to have been accepted unless the Customer objects in writing by registered letter addressed to SPIE ICS within 5 days of its submission.

Where the Customer contests the contents of the protocol, the returned products concerned shall be presented to an independent expert appointed by SPIE ICS or any third-party owner at such time as is to be notified to the Customer.

The contracting parties recognize the opinion rendered by said expert. The Customer undertakes to compensate SPIE ICS or the third parties for the current market value of the damaged products or to cover the repair costs, if this is technically and economically viable, pursuant to the expert opinion.

The costs of the expert opinion shall be born in equal parts by the Customer and SPIE ICS or any third-party owner, provided the Customer's contestation of the protocol was not manifestly unfounded.

To the extent the products cannot be removed in a timely manner for reasons that the Customer is responsible for, the Customer shall owe remuneration on a pro rata temporis basis until such time as it is effectively returned, calculated on the basis of the monthly payments over the previous 12 months.

7. Liabilities

The Customer must inform immediately SPIE ICS of any element/incidents affecting the products.

Where a third party should assert any claims to the products, the Customer shall immediately inform SPIE ICS thereof, failing which the Customer shall be liable for any legal impairment suffered as a result thereof.