

General Terms and Conditions (GTC)



§ 1 Area of application

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts between N3TEAM AG, Zihlmattweg 42, 6005 Lucerne, Switzerland (hereinafter referred to as "N3TEAM AG" after) and its customers in connection with development services and consulting services (hereinafter collectively referred to as "Services"), insofar as the customer is

a) a legal or natural person who is acting in the exercise of their commercial or independent professional activity when concluding the contract (hereinafter referred to as "Customer" at), or to

b) a legal entity under public law or a special fund under public law (hereinafter referred to as "Customer").

1.2 Services are provided by N3TEAM AG on site at the customer's premises or at the premises of N3TEAM AG, Zihlmattweg 42, 6005 Lucerne, Switzerland, depending on the agreement.

1.3 These GTC apply exclusively. GTC of the customer only apply if and insofar as N3TEAM AG expressly recognizes them in writing. In particular, the silence of N3TEAM AG with regard to such deviating terms and conditions shall not be deemed as acknowledgement or consent, not even for future contracts. These General Terms and Conditions shall apply instead of any General Terms and Conditions of the customer (e.g. terms and conditions of purchase) even if, according to these, the acceptance of the order is considered as unconditional acceptance of the General Terms and Conditions before .

1.4 These General Terms and Conditions shall also apply in their respective version as a framework agreement for future contracts for services of N3TEAM AG with the same customer, without N3TEAM AG having to refer to them again in each individual case.

1.5 Insofar as individual agreements are made with the customer in individual cases, these shall take precedence over these terms and conditions. A written contract or the written confirmation of N3TEAM AG is decisive for the content of such agreements.

1.6 Legally relevant declarations and notifications to be made by the customer to N3TEAM AG after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be made in writing to be effective .

§ 2 § 1 Copyrights

2.1 N3TEAM AG expressly reserves all copyrights to all services and documentation and other documents - including in electronic form. Unless otherwise agreed, no copyright of the customer is created or a license granted by the provision of the services.

2.2 The customer undertakes not to make the documents listed in the above sentence onaccessible to third parties, unless N3TEAM AG gives its express written consent.

§ 3 Conclusion of contract

3.1 The communications from N3TEAM AG to the customer designated as "offer" are subject to change and non-binding. They are invitations to the customer to place orders or to place commissions.

3.2 The order of the services by the client is considered a binding contractual offer by . Unless otherwise stated in the order, N3TEAM AG is entitled to accept this contract offer within two weeks after it has been sent to.

3.3 A contract is only concluded - even in ongoing business transactions - when N3TEAM AG accepts the customer's order or commission. The acceptance can be declared in writing (e.g. by order confirmation) or by providing the services to the customer. The order confirmation of N3TEAM AG is decisive for the content of the contract.

3.4 N3TEAM AG is at liberty to use subcontractors in the provision of the service.

§ 4 Remuneration, terms of payment

4.1 The remuneration for the services rendered results from the contract concluded for the services, acceptance of an offer or order confirmation of N3TEAM AG. Unless the clients have agreed otherwise, the remuneration is based on time and effort in the form of hourly rates according to the respective valid price list of N3TEAM AG in CHF plus VAT to be borne by the client at the applicable statutory rate. Any additional travel and expense costs incurred in addition to an hourly rate will be charged to the client in accordance with the agreement .

4.2 Payment is due immediately. Payment must be made net within 14 days of the invoice date at the latest. Invoices shall be sent by e-mail.

4.3 Payments must be made directly by the customer . Payments by third parties are not accepted.

4.4 The customer is not entitled to offset against the claims of N3TEAM AG, unless his counterclaims are legally established or undisputed. The customer is also entitled to set-off against the claims of N3TEAM AG if he asserts notices of defects or counterclaims from the same contract.

4.5 The customer may only exercise a right of retention from if his counterclaim arises from the same contract.

4.6 N3TEAM AG is exempted from any further provision of services until all outstanding claims have been settled.

§ 5 Retention of title

5.1 Until full payment of all current and future claims of N3TEAM AG from the present contracts or orders and an ongoing business relationship, N3TEAM AG reserves the right of ownership of all services delivered by it.

§ 6 Cancellation

6.1 In the event of cancellation of cloud or software infrastructure or products that are explicitly procured for the customer, usually via third parties such as ALSO, Microsoft etc., the notice periods, liabilities and purchase obligations shall be transferred directly to the customer.

§ 7 Limitation of liability

7.1 Unless otherwise stated in these General Terms and Conditions including the following provisions, N3TEAM AG is liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

7.2 N3TEAM AG is liable for damages - regardless of the legal grounds - in cases of intent and gross negligence. In the case of simple negligence, N3TEAM AG is only liable

a) for damages resulting from injury to life, body or health,

b) for damages arising from the breach of an essential contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in the case, however, the liability of N3TEAM AG is limited to the amount of compensation for foreseeable, typically occurring damages.

7.3 Any liability for fraudulent concealment of a defect, the assumption of a guarantee or a procurement risk, under the Product Liability Act and under other mandatory statutory provisions shall remain unaffected.

7.4 The above exclusions or limitations of liability apply to the same extent to the executive and non-executive employees, other vicarious agents and subcontractors of N3TEAM AG.

7.5 A reversal of the burden of proof is not associated with the above provisions.

§ 8 Data protection regulations

8.1 The collection, processing and use of the customer's personal data (e.g. name, address letter or email address) shall be carried out exclusively within the framework of the processing of contracts and always in accordance with the statutory provisions.

8.2 The customer may at any time revoke consent for advertising, market or opinion research purposes, which N3TEAM may use without restriction for success stories, project experience and publications with customer logo on website and social media.

8.3 The customer has the right to free information about his stored personal data, their origin and recipient and the purpose of the data processing as well as a right to correction, blocking or deletion of this data at any time. The customer can contact N3TEAM AG at any time with regard to this and other questions on the subject of personal data.

§ 9 Final provisions

9.1 The exclusive - also international - place of jurisdiction for all disputes arising directly or with tangibly from the contractual relationship is the registered office of N3TEAM AG. In any case, N3TEAM AG is also entitled to file suit at the general court location of the customer.

9.2 Amendments to the contract through individual contractual agreements are effective informally. Otherwise, amendments and additions to these contractual terms and conditions and ancillary agreements must be made in writing. This shall also apply to any condition of this written form clause.

9.3 Should one of the above provisions be or become invalid, the validity of the remaining provisions shall remain unaffected. The contracting parties shall be obliged to replace the invalid provision with a provision that comes as close as possible to the economic success of the invalid provision.