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# General Terms and Conditions

*Version dated 21 October 2026*

## 1. Scope of application

These General Terms and Conditions (hereinafter "GTC") of Kilchenmann AG (hereinafter "Kilchenmann") and all its branches govern the framework conditions of business relationships between Kilchenmann and its customers (hereinafter "Customer"). They apply to the sale, rental, planning, installation, commissioning, operation, maintenance and servicing of audio-video, information and communication systems and related services. Services in the Events business area are handled contractually and commercially through IDS Live AG; its General Terms and Conditions apply to such services, even if the services are provided under the Kilchenmann brand. The GTC are intended for business customers; they apply to consumers only insofar as they do not conflict with mandatory law. "Text form" means a declaration that can be permanently read, including email, without a handwritten signature. An individual contract and an individual order within the meaning of these GTC correspond to an individual contract under an applicable framework agreement.

The GTC supplement the provisions of individual contracts, in which provisions deviating from the GTC may be agreed. If a framework agreement concluded by the Customer with Kilchenmann or another company of the IDS Group applies to the contract, its provisions, including annexes, take precedence over these GTC and, insofar as the framework agreement so stipulates, also over the individual contract. These GTC then apply on a supplementary basis insofar as the framework agreement and individual contract do not regulate a matter. 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 apply.

The Customer's general terms and conditions do not apply, even if the Customer refers to them when placing an order. This is without prejudice to the Customer's terms and conditions whose application Kilchenmann has expressly confirmed in text form or which are incorporated by an applicable framework agreement.

## 2. Binding nature of quotations

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

## 3. Conclusion of contract

The individual contract is concluded as follows:

- either by the Customer accepting a Kilchenmann quotation; or
- by Kilchenmann issuing an order confirmation in text form in response to an order placed by the Customer; if the confirmation deviates from the order only on a non-material point, it is deemed approved unless the Customer objects in text form within five working days of receipt and states what was agreed instead; deviations in price, date or material scope of services require express acceptance; or
- by signing a contract document, provided that the parties do not intend to be bound before signing the document.

Kilchenmann is not obliged to accept Customer orders and reserves the right to cancel orders (in particular following an adverse credit assessment). Kilchenmann may cancel an order already accepted on the grounds of a credit assessment only if it has not yet commenced performance and the assessment reveals a material payment risk; in all other respects, Art. 83 of the Swiss Code of Obligations (CO) applies.

If no contract is concluded under paragraph 1, the contract is concluded when Kilchenmann performs the service on the terms previously communicated to the Customer. Otherwise, silence on the part of the Customer does not constitute acceptance.

By concluding the contract, the Customer agrees to these GTC, which become an integral part of the contract. Kilchenmann refers to these GTC in its quotation and order confirmation.

There is no right to unilaterally cancel a sales contract. If the Customer cancels a contract for work or, with Kilchenmann's consent, a sales contract in whole or in part before completion of performance, the Customer shall pay for services already rendered, goods ordered for the Customer that cannot be returned, and return and cancellation fees charged by manufacturers and suppliers. In all other respects, Art. 377 CO applies; expenses saved shall be credited. Mandatory termination rights, in particular under Art. 404 CO, remain reserved.

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## 4. Amendments to contracts

Either party may propose amendments to the contract at any time. In principle, the same procedure as for concluding individual contracts or issuing order confirmations applies to the conclusion of contract amendments.

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

Change requests by the Customer:

- If the Customer requests a change to an individual order, Kilchenmann shall inform the Customer in text form within 10 working days whether the change is possible and what effect it will have on the services to be provided, remuneration and deadlines.
- The Customer shall decide within 10 working days whether the change is to be implemented in accordance with Kilchenmann's proposal and shall notify Kilchenmann in text form.

Change requests by Kilchenmann:

- Change requests by Kilchenmann, for example project-related changes within Kilchenmann's sphere of influence, must be approved by the Customer before implementation.

## 5. Contractual documents and order of precedence

In the event of contradictions between individual contracts, including their constituent documents, and the GTC, the provisions of the individual contract take precedence. Otherwise, the following order of precedence applies: applicable framework agreement under clause 1, signed contract document, order confirmation, accepted quotation, these GTC, other documents.

## 6. Kilchenmann services

Kilchenmann offers its customers services and products in the fields of audio-video and information technology as well as unified communications. It provides its services professionally and, where relevant to the service, in accordance with the state of the art and the agreed standards. Properties are considered guaranteed only if expressly designated as such. The content and scope of the agreed services are set out in 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 drawn up, the specific services owed are set out in the order confirmation together with any supplementary documents (detailed project) and/or in the accepted Kilchenmann quotation.

## 8. Delegation of services

Kilchenmann is entitled to delegate the performance of individual obligations arising from the order or services for the Customer to third parties without the Customer's consent. Kilchenmann remains responsible for third parties engaged in accordance with clause 16. Assignment of the order by the Customer requires Kilchenmann's prior consent in text form.

## 9. Customer's duties to cooperate

The Customer shall promptly provide Kilchenmann and its auxiliary persons with the information necessary for performance of the contract concerning objectives, preparatory and provision activities, needs, requirements, operational particularities, processes, etc. These duties to cooperate include, in particular but not exclusively, the work to be carried out by the Customer under clause 13.4.

Any concessions and permits (e.g. television rights, radio microphone licences, etc.) must be obtained by the Customer itself unless expressly agreed otherwise.

For equipment installed at the Customer's premises, the Customer shall provide the necessary rooms, including electricity, building installations, building cabling, etc., in accordance with the manufacturer's specifications. The Customer shall protect them against unauthorised access and manipulation.

The Customer is obliged to use only current software, etc. supported by the respective manufacturer for equipment provided by the Customer. It shall conclude suitable maintenance and support contracts for the entire period during which Kilchenmann provides its services.

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The Customer shall inform Kilchenmann of all circumstances that may affect performance of the contract, for example if disclosure or unauthorised manipulation means that the protection of security elements provided to the Customer 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, in particular, timely notification of any postponements of dates in the Customer's projects that may affect Kilchenmann's performance.

The Customer further undertakes to comply with Kilchenmann's specifications that are essential for compliant provision of the services. Such duties, which may also be specified in the individual contract, include in particular:

- the creation of suitable conditions for the delivery and/or installation of highly sensitive and valuable material (e.g. keeping the delivery/installation site free from dust and dirt, securing delivered material against theft and damage);
- ensuring that goods are received by the Customer or a third party against signature of the delivery note.

If the Customer fails to fulfil its duties to cooperate, or fails to fulfil them properly, Kilchenmann is released from the affected performance obligation for the duration and to the extent of the missing cooperation, and deadlines are extended appropriately; Kilchenmann shall nevertheless endeavour to perform its services. The Customer shall reimburse Kilchenmann for the additional expenditure resulting therefrom. If Kilchenmann shares responsibility, the additional expenditure shall be borne proportionately by both parties.

## 10. Remuneration

The agreed price covers the services agreed in the contract. All additional services/deliveries ordered by the Customer shall be invoiced separately. The same applies to additional expenditure made necessary by fault on the part of the Customer or to services requested by the Customer for which no specific prices have been agreed. The contractually agreed hourly or daily rates shall apply or, in the absence of such agreement, customary market hourly or daily rates (both hereinafter referred to as "applicable hourly or daily rates").

Changes in prices and product ranges as well as technical changes are reserved until the contract is concluded. After conclusion of the contract, Kilchenmann may supply technically equivalent or better products provided the Customer's legitimate interests are safeguarded. The prices and conditions stated in the individual contract are decisive. Obvious errors and printing mistakes may be corrected before conclusion of the contract; otherwise, Arts. 23 et seq. CO apply. Additional expenditure resulting from changes to orders, incorrect or incomplete Customer information or other circumstances within the Customer's sphere shall be invoiced in accordance with paragraph 1 unless otherwise agreed; in the case of fixed prices, Art. 373 CO also applies.

Unless otherwise stated by Kilchenmann, all prices exclude taxes, duties and fees. If taxes, duties or fees are included in the prices, Kilchenmann may adjust the prices accordingly from the effective date of an official change to such taxes, duties or fees without the Customer having a special right of termination.

## 11. Invoicing and payment terms

### 11.1 Invoicing

Kilchenmann shall issue invoices in accordance with the conditions agreed in the individual contract (including annexes), after performance of the agreed services and/or in accordance with the payment schedule. Kilchenmann may require an appropriate deposit or advance payment in the quotation or at the time of conclusion of the contract, in particular for new customers, hardware purchases for the Customer and in cases of justified doubts about solvency. Deviating provisions of a framework agreement take precedence.

### 11.2 Payment terms

The invoice amount must be paid by the due date stated on the invoice or in the individual contract. Unless otherwise agreed, the payment period is 30 days net from the invoice date. The Customer is in default upon expiry of the payment period. In the event of default, Kilchenmann is entitled, following notice in text form, to suspend or discontinue the contractual services until payment is made or appropriate security is provided. Deadlines shall be postponed accordingly. If the Customer is in default of payment, Kilchenmann may charge default interest at 6% per annum.

Invoices are deemed approved by the Customer unless the Customer raises an objection in text form, stating objective reasons, within 30 days of the invoice date. Approval does not affect claims relating to defects, warranties or liability, or the Customer's contractual audit rights.

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Kilchenmann is entitled to charge the Customer reasonable reminder fees (in addition to default interest). Kilchenmann may also engage third parties to collect debts or assign claims to them at any time. The Customer shall reimburse reasonable costs necessary for collection and actually incurred.

### 11.3 Set-off

The Customer is not entitled to set off Kilchenmann's claims against counterclaims. Exceptions are undisputed counterclaims or those established by a final and binding judgment, as well as contractually agreed credits such as service credits.

## 12. Retention of title

Goods delivered by Kilchenmann remain the property of Kilchenmann until paid for in full. Kilchenmann is entitled to register the retention of title pursuant to Art. 715 of the Swiss Civil Code (CC) in the retention-of-title register at the Customer's registered office. At Kilchenmann's request, the Customer undertakes to promptly give written consent to all material points required for registration.

Until the purchase price has been paid in full, the Customer shall maintain the products delivered by Kilchenmann, handle them carefully and insure them against customary risks. If delivered goods are permanently incorporated into real property, retention of title expires (Arts. 642 and 671 CC); the building contractor's lien under Arts. 837 et seq. CC remains reserved.

## 13. Delivery and installation

### 13.1 Transfer of benefits and risks

Benefits and risks pass to the Customer upon acceptance of the work.

In the case of delivery of goods (material for installation by third-party contractors, etc.), benefits and risks in the ordered goods pass to the Customer upon dispatch. They therefore travel at the Customer's risk. If Kilchenmann organises transport as a separate service, benefits and risks do not pass until handover at the agreed location.

### 13.2 Delay in delivery

Delivery periods and installation dates are agreed individually between Kilchenmann and the Customer. If the contractual scope is subsequently extended or changed and/or the Customer fails to fulfil its duties to cooperate, fulfils them late or inadequately, delivery periods shall be extended accordingly and new installation dates must be agreed. Unless otherwise agreed in text form, delivery dates and periods are non-binding. The information is provided to the best of Kilchenmann's knowledge but without guarantee and subject to timely delivery by the manufacturer/supplier. The Customer shall be informed immediately of any delays, and Kilchenmann shall work with the Customer to find an alternative solution.

If delivery is delayed beyond a delivery date confirmed by Kilchenmann in text form, the Customer may grant Kilchenmann an additional period of three weeks and, if it expires without performance, withdraw from the order concerned. Other services not affected by the withdrawal remain due and payable. In this case Kilchenmann is liable to the Customer in accordance with clause 16.

Failure to meet time-based service levels is not subject to the provisions on default. The other contractual provisions (in particular those on warranties) apply.

### 13.3 Installations

Kilchenmann shall install and commission the subject matter of the contract at the agreed location, provided this has been expressly agreed. The Customer shall grant Kilchenmann the necessary access to the premises. By agreement, the Customer shall provide any space needed for temporary storage of material.

### 13.4 Work to be carried out by the Customer on site

Masonry work, in particular chasing and plastering, as well as painting and carpentry work to create openings, recesses, bases, high-voltage installations and cable pulls, etc., for components of the system and special structures shall be carried out by the Customer at its own expense and responsibility. The Customer shall arrange structural calculations and expert reports of all kinds at its own expense. Responsibility for coordinating the various

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contractors lies with the Customer or the construction management. If work to be carried out by the Customer on site causes interruptions or obstructions to Kilchenmann's work, the resulting additional work shall be invoiced separately.

### 13.5 Commissioning

Commissioning (if contractually agreed) includes checking the functions of the devices or system delivered by Kilchenmann, including any necessary configurations, connection and switching on of the system.

### 13.6 Acceptance

Upon acceptance of services under a contract for work, a joint inspection takes place. A report of the inspection and its outcome shall be drawn up and signed by the contracting parties involved. Kilchenmann may also request partial acceptance where reasonable for the Customer. In such a case, defects may be asserted at a subsequent final acceptance only insofar as they were not, and could not have been, identified at an earlier (partial) acceptance.

If the inspection reveals no defects, the service is accepted as defect-free and the report is signed.

If the inspection reveals minor defects, the service is nevertheless accepted and the report signed. Kilchenmann shall remedy the defects identified as part of its warranty obligations.
Defects are considered minor in particular where the essential functions of a system can be used.

If material defects for which Kilchenmann is responsible prevent correct use of the deliverables or restrict it unreasonably, acceptance is deferred. Kilchenmann must remedy the identified defects within an appropriate additional period. Kilchenmann shall invite the Customer to a new acceptance inspection. If, despite a reminder, the Customer fails to carry out the acceptance inspection within a reasonable period, or no acceptance report is drawn up at acceptance, or the Customer puts the deliverables or works into operation, they are deemed accepted. Acceptance, including deemed acceptance under this paragraph, does not affect rights relating to defects or the notification periods under clause 15.

### 13.7 Rental

If Kilchenmann rents out equipment and accessories, they remain the property of Kilchenmann or its suppliers; ownership never passes. Rental begins when the Customer collects the equipment or it is handed over to a carrier designated by the Customer and ends with complete return at the agreed location. If Kilchenmann organises transport, the Customer's liability under paragraph 3 begins only upon handover on site. Unless otherwise agreed, the minimum rental period is one day. Late returns are charged at the agreed daily rate for each day or part thereof; further proven losses remain reserved.

The Customer shall inspect rented items upon receipt and immediately notify Kilchenmann in text form of visible defects. The Customer shall notify Kilchenmann immediately of any faults arising during rental. Normal signs of use do not constitute defects. Repairs and interventions may be carried out only by Kilchenmann or persons authorised by it. Kilchenmann shall remedy defects for which the Customer is not responsible at its own expense by repair or equivalent replacement; the Customer's right to a rent reduction (Art. 259d CO) remains reserved. For rented items, notification of defects during the rental period applies instead of a warranty period under clause 15.

The Customer shall use rented items professionally, follow instructions, protect them from weather, theft and unauthorised access, and return them complete and clean. Transfer to others, subletting, pledging and removal of identification marks are prohibited without Kilchenmann's consent in text form. From receipt until return, the Customer is liable for loss, theft and damage unless it proves that neither it nor its auxiliary persons were at fault; Kilchenmann bears wear and tear resulting from contractual use (Art. 267 para. 1 CO). The Customer shall adequately insure rented items at replacement value for the benefit of Kilchenmann and provide evidence of cover upon request. The Customer shall report damage immediately and file a police report in the event of theft. Cleaning beyond the usual extent and repair or replacement in cases of damage for which the Customer is liable under this paragraph shall be charged at actual cost.

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## 14. Documentation / instruction

### 14.1 Documentation

Kilchenmann shall supply the Customer with the installation and operating instructions necessary for operation. On request and for a separate charge, detailed system documentation with diagrams, plans and other detailed documents shall be compiled and provided in the number of copies requested by the Customer for more complex systems.

### 14.2 Instruction

Kilchenmann shall provide instruction to the Customer or operating personnel to the extent agreed in the individual contract. Any instruction and/or training requested in addition to that originally agreed shall be charged separately.

## 15. Warranty

### 15.1 Warranty for sales contracts and services under contracts for work

Kilchenmann warrants to the Customer that it will provide its services carefully and in accordance with the contract. The warranty periods for deliverables under sales contracts and/or contracts for work are detailed in the contractual documents. The product-related manufacturer warranty provisions apply additionally. In the absence of a provision, Kilchenmann's warranty period is one year for hardware and four months for software/licences. The Customer shall inspect purchased goods within 15 working days of delivery and immediately report identified defects in text form. For defects in immovable works and in works and purchased goods intended to be integrated into an immovable work, the period for notifying defects is 60 days from acceptance or delivery, or, for hidden defects, from their discovery (Art. 367 para. 1bis and Art. 370 para. 4 CO and the corresponding sales-law provisions). Where mandatory law provides longer warranty or limitation periods, in particular the five-year period for defects in immovable works (Art. 371 CO) or the minimum period applicable to consumers (Art. 210 para. 4 CO), those periods apply.

The Customer is entitled to rectification of the deliverables. If rectification is unsuccessful within a reasonable period, the Customer may demand an appropriate price reduction or, in the case of material defects that prevent use or unreasonably restrict it, withdraw from the contract concerned. Further warranty claims are excluded to the extent permitted by law; damages are governed by clause 16. If the defect concerns a building, the right to free rectification may not be restricted (Art. 368 para. 2bis CO). The limitations in this clause do not apply to fraudulently concealed defects (Art. 199 CO).

#### 15.1.1 Fixed installations

For fixed installations, transport, travel and displacement costs and replacement devices (where available) are included in Kilchenmann's basic warranty during the first four months following acceptance/commissioning of the systems. If there is a defect in the installation or software caused by Kilchenmann, the Customer may initially request rectification only. Kilchenmann shall remedy the defect within a reasonable period and bear the costs. For defects attributable to Kilchenmann, Kilchenmann shall bear the costs of rectification, including transport, travel and replacement, during its own warranty period under clause 15.1; the four-month basic warranty relates to device defects covered only by a manufacturer's warranty.

From the fifth month following acceptance/commissioning, the device manufacturer's warranty applies. This bring-in warranty covers only repair of the device (Kilchenmann workshop, manufacturer or its representative). Services provided by Kilchenmann (transport, dismantling and reassembly, labour, etc.) are chargeable and invoiced according to expenditure. Kilchenmann's warranty for defects in installation, configuration or software attributable to Kilchenmann remains unaffected; mandatory periods and rectification rights under clause 15.1 take precedence.

#### 15.1.2 Box moves

For box moves, the warranty granted by the respective device manufacturer applies. This bring-in warranty covers only repair of the device (Kilchenmann workshop or general distributor). Services provided by Kilchenmann (transport, dismantling and reassembly, labour, etc.) are chargeable and invoiced according to expenditure.

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15.1.3 **Repairs and spare parts**

The product- and manufacturer-specific warranty provisions also apply to spare parts. A three-month warranty is granted on repair services performed by Kilchenmann.

15.2 **Warranty for operation, maintenance and servicing**

Kilchenmann guarantees compliance with the service levels agreed in the contracts.

Services for which no other service level has been agreed are provided on a “best effort” basis. “Best effort” means that Kilchenmann shall use the resources available to it to make reasonable and economically feasible efforts to provide the service or remedy faults, without guaranteeing any further level of quality or compliance with specific times.

15.3 **Exclusions**

Kilchenmann and auxiliary personnel engaged by it have no warranty obligation for defects whose causes are not attributable to Kilchenmann or its auxiliary persons, for example defects caused by improper handling, exceptional stress, force majeure or interventions by third parties. The warranty obligation also lapses if maintenance/upkeep and/or measures necessary for operation and preservation of fitness for use (software updates, overhauls, cleaning, etc.) have been omitted. Wear parts such as lamps, filters, batteries, castors, etc. are not covered by warranty.

The contractual warranties likewise do not extend to equipment provided by the Customer (including third-party software licences), even where Kilchenmann has procured such equipment on the Customer’s behalf.

**16. General liability**

In the event of breach of contract, Kilchenmann is liable only for proven damage caused by Kilchenmann. Kilchenmann is liable in accordance with the law for damage unlawfully caused intentionally or through gross negligence by Kilchenmann or its auxiliary persons (Art. 100 para. 1 CO). Otherwise, liability for slight negligence, for auxiliary persons and for indirect damage, consequential damage, lost profits, production downtime, data loss and reputational damage is excluded to the extent permitted by law. Liability for personal injury, under the Product Liability Act and other mandatory liability remains unaffected. Insofar as an exclusion of liability is ineffective and a limitation is permitted by law, liability for slight negligence is limited to the net order value of the individual contract concerned; this does not apply in the event of intent or gross negligence or to mandatory statutory liability.

If damage occurs during wall penetrations or other construction and installation work due to the absence of accurate plans supplied by the Customer showing existing cable or pipe routes, etc., all liability of Kilchenmann for direct or indirect damage or consequential damage of any kind is excluded to the extent permitted by law.

Any further liability provisions in the contractual documents, for example for increased risks, unlawful intent or gross negligence within the meaning of Art. 100 para. 1 CO, and liability for defective products where the requirements of the Product Liability Act (PrHG) are met, remain reserved.

In the case of staff leasing, Kilchenmann is liable solely for the careful selection of the employees supplied. Mandatory provisions of the Employment Services Act remain reserved.

The above provisions apply to contractual and non-contractual claims.

16.1 **Exclusion of liability for IT/ICT risks**

Unless Kilchenmann has acted with unlawful intent or gross negligence and no agreed service level has been breached, Kilchenmann AG accepts no liability for damage arising in connection with the use, failure or disruption of information and communication technologies (ICT). This includes in particular, but is not limited to:

- Loss or corruption of data or unauthorised access to data by third parties.
- System failures, interruptions or delays in the provision of IT services
- Security incidents such as viruses, malware, phishing or other cyberattacks
- Incompatibilities or malfunctions of software or hardware
- Damage resulting from improper use, configuration errors or inadequate protective measures by the Customer

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Kilchenmann AG does not guarantee permanent availability or freedom from errors of its IT systems and services. The Customer is responsible for backing up its data and taking appropriate protective measures against IT risks. Contractually agreed service levels or availability guarantees apply only if expressly agreed in text form or in a framework agreement.

## 17. Force majeure

If, despite exercising all due care, Kilchenmann is unable to fulfil its contractual obligations, or to fulfil them on time, because of force majeure (natural events, acts of war, strikes, extraordinary traffic disruptions, failures of supply by manufacturers or suppliers due to force majeure, unforeseeable official restrictions, epidemics, power outages, hacking, malware, ransomware, DDoS attacks, sabotage, etc.), performance of the contract shall lapse or the date for performance shall be postponed in line with the event that has occurred. To the extent permitted by law, Kilchenmann is not liable for any damage incurred by the Customer as a result of non-performance or postponement of performance, nor for damage resulting from breach of the Customer's duties to cooperate. Kilchenmann shall inform the Customer immediately. If performance lapses and the cause lies within the Customer's sphere or the Customer is in default of acceptance, the Customer shall pay for services rendered and unavoidable expenses and third-party costs already committed. If non-performance results from a chance event outside the parties' spheres and risk has not yet passed, there is no claim to the price not yet earned (Arts. 119 and 376 CO); Kilchenmann may claim only third-party costs already irrevocably committed and not usable otherwise. Otherwise, payments for services not rendered shall be refunded. Ordinary capacity shortages at Kilchenmann do not constitute force majeure.

## 18. General provisions

### 18.1 Intellectual property

All rights and expectancies relating to existing intellectual property or intellectual property arising during performance of the contract in connection with services and products, software programming including source code, program descriptions, software documentation in written or machine-readable form, etc., remain with Kilchenmann. Deviations from this principle must be agreed in individual cases in text form or in a framework agreement. The Customer retains rights to content it provides.

### 18.2 Rights of use (licence)

The Customer acquires a non-transferable and non-exclusive right to use the software within the scope agreed in the contract document (in terms of duration, content and territory). During a failure of the hardware covered by the contract, the Customer may use the software on replacement hardware at no additional charge. Quotations prepared and developed by Kilchenmann may not be passed on to third parties as tender or quotation templates without consent in text form. Depending on their scope (including project planning, conceptual design, etc.), preparing and developing quotations involves corresponding expenditure. Kilchenmann reserves the right to invoice such expenditure if the quotation is reused.

### 18.3 Confidentiality obligation

The contracting parties undertake to keep confidential information, documents and data that are neither publicly known nor generally accessible. This obligation must be imposed on authorised third parties engaged. In case of doubt, information, documents and data must be treated as confidential.

Kilchenmann and auxiliary persons engaged by it are subject to customer-specific statutory confidentiality obligations under civil law only if agreed in text form. Mandatory criminal law remains unaffected.

The confidentiality obligations apply even before conclusion of the contract and continue after termination of the contractual relationship or completion of the agreed services.

Statutory and customer-specific confidentiality declarations take precedence.

Kilchenmann may publicly identify the Customer and the nature of the service as a reference only with the Customer's prior consent.

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18.4 **Data protection**

The parties undertake to comply with Swiss data protection legislation. They undertake to take economically reasonable and technically and organisationally feasible measures to effectively protect data arising during performance of the contract against unauthorised access by third parties. If Kilchenmann processes personal data on behalf of the Customer, the parties shall conclude a data processing agreement pursuant to Art. 9 of the Swiss Federal Act on Data Protection (FADP) before processing begins. Information on the processing of personal data, including credit assessments, is provided in Kilchenmann's privacy notice.

18.5 **Applicable law and place of jurisdiction**

All contracts are 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 of Goods of 15 June 1955.

**The place of jurisdiction is Bern. Mandatory places of jurisdiction remain reserved. Semi-mandatory provisions, in particular Arts. 210, 367, 368, 370, 371 and 404 CO, take precedence over conflicting clauses.**

## 19. Final provisions

Except where otherwise provided in the relevant contract or these GTC, rights and obligations arising from the respective contracts may be assigned or transferred to third parties only with the other party's consent in text form. However, Kilchenmann may at any time assign and transfer rights and obligations with discharging effect to another IDS Group company domiciled in Switzerland, provided the Customer's legitimate interests are safeguarded.

The parties agree that they do not form a simple partnership (Arts. 530 et seq. CO) through the contracts. Should such a partnership unexpectedly be deemed to exist, termination of the related contract shall at the same time dissolve the simple partnership. In that case the parties shall have no obligation to make contributions of any kind or additional contributions. Participation in profits or losses is excluded. Each party bears its own costs and risks.

Should individual provisions of these GTC prove invalid, the remaining provisions shall remain unaffected. They shall be replaced by a provision that comes closest to the economic purpose.

Kilchenmann reserves the right to amend the GTC at any time. The version of the GTC valid at the time the individual contract is concluded shall apply. Deviating provisions of a framework agreement regarding the applicability of amended GTC take precedence.

The current Kilchenmann GTC may be consulted online at www.kilchenmann.ch/AGB.

*In the event of discrepancies between language versions, the German version prevails.*