

# Terms and Conditions (valid from 15.06.2018)

## 1. Purpose and scope

These general business conditions (GBC) govern the provision of repair services that Computacenter AG (hereinafter, "Computacenter") performs for the contracting party (henceforth, "the customer"). These GBC take precedence over any of the customer's terms that might contradict or differ from them. Computacenter reserves the right to modify the GBC at any time. These modifications will be considered accepted thirty days after notification to the customer if the latter does not oppose them.

## 2. Conclusion of the contract; quotation

A contract between Computacenter and the customer ("the contract") is considered concluded on the date when Computacenter confirms an order in writing, when an agreement between the two parties is signed, or when repair services are actually provided by Computacenter, which ever takes place first. In any case, these GBC are an integral part of the contract. Computacenter will prepare a quotation for the customer indicating all the repairs to be paid for, in so far as such a quotation is not already stated in the contract. If the quoted repairs are not performed, the quotation will be invoiced at 105 Swiss francs. Computacenter reserves the right to directly perform work whose cost is less than the price indicated in a quotation, without requesting the customer's confirmation. If the order is not placed within 14 days of receiving the quotation, Computacenter is entitled to return any products received from the customer at the latter's expense and risk, and to invoice the quotation. Quotations are firm, subject to a maximum price variation of 10%. The validity of the quotation expires with the return of the device.

## 3. Services provided by Computacenter

Computacenter provides its services with care and professionalism. It is authorised to resort to third parties to provide its services. The customer undertakes to furnish Computacenter, free of charge, the necessary information to enable it to provide the services needed (e.g. communication of the data required, such as the type of device, serial number, description of the failure, etc.). Any delays and additional costs caused to Computacenter due to the customer's failure to pay correctly or to meet its cooperation obligations in time shall be charged fully to the latter.

## 4. Prices, modifications of prices and payment terms

### 4.1 Prices

The prices of the repair services are understood to be net, denominated in Swiss francs, exclusive of VAT, and set at Computacenter's registered address. The Swiss VAT is calculated over and above the rate in effect at the time of invoicing, and shall be paid by the customer. The costs of packing, transport (postage, extra charges for express delivery, freight costs of all types) and insurance of the products shall also be paid by the customer.

### 4.2 Price modifications

The prices stated in a quotation, order confirmation or contract are based on the information known at the time they are set, and cover only the repair services or the products mentioned therein. In case of subsequent modifications of the calculation base due to causes that are not attributable to Computacenter, e.g. price increases made by Computacenter's suppliers or subcontractors, or if Computacenter finds, after in-depth analyses, that the defects are more extensive than initially identified, Computacenter is entitled to adapt the price accordingly. If the new price is more than 10% higher than the initially agreed price, the customer has the right to cancel the contract. If the customer does not exercise this right against Computacenter in writing within the 14 days following notification of the price increase, the customer shall forfeit its right to cancellation, and the price modification shall be considered accepted. In cases of cancellation, Computacenter shall be entitled to demand full payment by the customer for the work already done, and to return any products at the latter's expense and risk.

### 4.3 Payment terms

Computacenter's invoices are to be paid without deductions on the 30th day following the invoice date. That date has the value of the date of execution. As regards private customers, Computacenter only accepts cash or cash-on-delivery payments. The expenses for cash-on-delivery payments are paid by the customer.

If the customer is late in its payments, Computacenter is entitled to invoice 5% annual interest on arrears as well as any processing and collection costs.

Claims of faulty work shall not affect the payability of debts owed to Computacenter. The customer is not entitled to compensate any counterclaims with debts it owes to Computacenter.

## 5. Delivery lead times

Only those delivery lead times that are expressly guaranteed to be firm in writing by Computacenter are firm. All other terms of delivery shall be understood as approximate dates. Computacenter strives to hold to the lead times it sets.

If Computacenter is unable to meet a delivery lead time expressly guaranteed as firm due to its own negligence (excluding gross or intentional negligence), or due to an admissible delegation of its obligations to auxiliaries, any claim by the customer for damages and interest, cancellation, execution by substitution or others because of a delay in the service provision is ruled out. The delivery lead times agreed to with the customer are deemed reasonably prolonged if impediments arise outside Computacenter's area of influence (such as force majeure, delays experienced by subcontractors or other auxiliaries, technical incidents, etc.)

or if the customer does not fully meet its preparation or cooperation obligations or fails to discharge them in time. In the latter case, Computacenter reserves the right to modify the price. Computacenter is entitled to bill the customer for the additional costs and expenses (e.g. warehouse fees) resulting from a delay not attributable to Computacenter. The products belonging to the customer must be collected within three months of the notification to the customer. When this period has elapsed, Computacenter may operate on the assumption that the customer has renounced its property right to the products. As a consequence, the customer's right of recovery expires and Computacenter has the right to dispose of the products freely and without compensation. If a customer decides to recycle a product instead of repairing it, Computacenter shall be free to use the product for its own purposes instead of recycling it. The costs will be invoiced in each case.

## 6. Claims for defects

The customer shall verify, at the time the repaired product is placed at its disposal or delivered, that the services provided or products delivered by Computacenter are free of defects, and shall immediately indicate any defects it may find in writing. If this notification of defects is not made, the repair services shall be considered accepted, unless the defects are not identifiable during the

usual verification procedure. If such defects appear later, they should be pointed out as soon as they are discovered. If this is not done, the repair services shall also be considered accepted with respect to the defects.

## 7. Guarantee

Computacenter guarantees the products corresponding to the data agreed to in writing in the contract as being free from defects which may eliminate or severely restrict their suitability for a use compliant with the contract. When Computacenter delivers or installs third-party products, Computacenter's guarantee commitment does not extend beyond the third party's provisions relative to the guarantee, notwithstanding the previous sentence.

In no case shall Computacenter be liable for the loss of programmes, data or removable information media, nor for the costs of reconstructing such programmes. In other words, the customer itself is responsible for the integrity of its data. We recommend regular data backups by the customer in order to avoid a possible information loss. Computacenter's guarantee commitment is voided in cases of defects caused by:

- inadequate maintenance, particularly by non-Computacenter personnel;
- failure to follow the operating and installation instructions;
- the use of the products for purposes other than those they were designed for;
- the use of unauthorised parts and accessories;
- normal wear and tear;
- inappropriate transport, handling or treatment;
- modifications or repair attempts not made by Computacenter, or
- outside influences, particularly in case of force majeure (e.g. power supply or air conditioning failure, damages caused by natural elements, etc.) as well as other reasons not pertaining to Computacenter.

If defects for which Computacenter must answer are found at the time of the reception of the repair services or later, Computacenter has the right and the expectation to eliminate, free of charge, the said defects with the help of suitable measures which Computacenter alone shall choose (e.g. repair of the defects or delivery of a defect-free replacement product). If two repair attempts do not succeed in obtaining, or only partially obtain, the expected result, without responsibility on part of the customer, the latter may demand a reasonable reduction of the agreed payment or the cancellation of the contract involved in cases of a major defect preventing, as a whole, the customer's use of the products. The customer may not, however, claim the reimbursement of amounts already paid.

Apart from the claims mentioned in this paragraph, all claims under the guarantee or for damages and interest for product defects (both of a contractual and extra-contractual nature) are expressly excluded in so far as legislation permits. This is applicable, in particular, to claims for damages and interest in cases of negligence (but not in cases of gross negligence) or those based on Computacenter's responsibility for its auxiliaries and subcontractors.

All claims brought by the customer under the guarantee shall lapse six months after the services are provided or the products delivered. This restriction does not apply to relations with consumers (art. 210, al. 4 of the Code of obligations).

## 8. Privacy

Computacenter processes the personal data of the customer in connection with its provision of repair services. As the party responsible for the data processing, Computacenter is available to you at Computacenter AG, Riedstrasse 14, 8953 Dietikon, Tel. 0840 870 870.

The personal data that Computacenter collects contains the following information: name of the customer, postal address, e-mail address, telephone and fax number, company, business contact, information on the repaired products and information on the desired services.

Computacenter uses this personal data for the provision of repair services as well as for checking creditworthiness, for internal reporting and to offer the customer other products and services that might interest the customer and to deliver information to the customer at this postal or e-mail address. Computacenter may also transfer data to other companies of the Computacenter Group and third parties for these purposes.

The customer's data may also be disclosed to manufacturers or suppliers, also abroad, and to a credit checking and insurance company commissioned by Computacenter for checking creditworthiness, also abroad if need be. If Computacenter sends data to a country without reasonable data protection (i.e. outside Switzerland or the EU), then Computacenter ensures its protection through suitable or reasonable guarantees. The customer is entitled to receive a copy of this to the address mentioned above.

Computacenter also stores the customer's data after conclusion of the repair order for as long as Computacenter anticipates further business contacts.

The customer can obtain information at any time and free of charge about its data stored by Computacenter, and can also exercise its right for the correction, deletion or restriction of the processing such data. Please contact the contact data given earlier for this purpose. If the customer wants to object to the collection, processing or use of its data either in whole or in part, it can direct its objection to the previously mentioned contact data by e-mail, fax or letter. If the customer is not in agreement with the data processing by Computacenter, it can report this to the Federal Data Protection and Information Commissioner (EDÖB) and/or the responsible supervisory authority.

## 9. Liability

To the extent that the law permits, Computacenter expressly declines all liability for the customer's damages. This applies, in particular, to the claims for damages and interest in cases of negligence (but not in cases of gross negligence) or for Computacenter's responsibility for its auxiliaries.

## 10. Applicable law and place of jurisdiction

The contract and the GBC are governed exclusively by Swiss substantive law, with the exception of the United Nations Convention on contracts for the international sale of goods and the rules of international private law. For all disputes arising directly or indirectly from the contractual relations between the two parties, the competent jurisdiction is that of Computacenter's head office. Computacenter has, nevertheless, the right to prosecute the customer at the place of its head office / registered address. Subject to mandatory place of jurisdiction.