

TERMS & CONDITIONS

Würth IT Switzerland AG / November 2023 (Version 2)

In all contractual relationships in which Würth IT Switzerland AG provides services to natural or legal persons (hereinafter referred to as the Customer), the following General Terms and Conditions shall apply exclusively, unless otherwise expressly agreed in writing or confirmed in writing by Würth IT Switzerland AG.

1. Scope and validity

These General Terms and Conditions (GTC) govern the content, conclusion and execution of contracts for services under contracts for work and services, contract law as well as purchase and tenancy law (including software licensing) in the field of information technology and telecommunications for consulting, project, support, operation, maintenance and capacity services. They apply to all services provided by Würth IT Switzerland AG to the customer.

2. Definitions

CONSULTING SERVICES: Services provided by Würth IT Switzerland AG regarding consulting such as management and organizational consulting.

PROJECT SERVICES: Services provided by Würth IT Switzerland AG for the implementation of IT projects such as the delivery and installation of hardware and software.

OPERATING SERVICES: Services provided by Würth IT Switzerland AG for the operation of IT systems and services.

EQUIPMENT: Hardware and software components used in connection with operational services.

CONTRACT: The term contract is used in three forms: contract, service contract and framework contract. Contract means that the relevant section applies to service and framework contracts. The terms framework agreements and system contracts are used synonymously.

SERVICE CONTRACT: The section in question applies exclusively to service contracts

FRAMEWORK CONTRACT: The section in question applies exclusively to framework contracts and their annexes.

3 Object of service/scope of services

3.1 Consulting services

3.1.1 Würth IT Switzerland AG provides services in the field of technical, business and organizational consulting, for example regarding the purchase of hardware and software, the optimal migration of an existing IT infrastructure into a cloud infrastructure, the handling of a project and the optimization of the operation of a pure cloud or hybrid cloud infrastructure, in each case after a separate written agreement.

3.2 Project services

3.2.1 The content of the project services is agreed with a service contract and the offer referenced therein, if any. Project services can include project management as well as the implementation of projects on behalf of the customer.

3.2.2 The tasks to be performed are agreed within the framework of the service contract.

3.2.3 At the customer's request, Würth IT Switzerland AG appoints a project manager and the customer appoints a responsible contact person. They can make decisions or bring them about immediately. The project manager must record decisions in writing.

The contact person is available to Würth IT Switzerland AG for any necessary information. Würth IT Switzerland AG is obliged to involve the contact person insofar as this is required for the execution of the order.

3.3 Deadlines and acceptance of project services

3.3.1 A schedule must be agreed for project services. Delays in appointments must be communicated to the customer as early as possible. In the event of a missed deadline, the customer must warn Würth IT Switzerland AG in writing.

3.3.2 Project services are to be accepted by the customer according to the schedule.

3.3.3 With the productive use of operating services, the project services of Würth IT Switzerland AG are considered to have been accepted in any case. The right to remedy defects found during acceptance is reserved.

3.4 Operating services

3.4.1 The content of the operating services results from the framework agreement and the annexes referred to therein. The term "operational services" includes all services provided by Würth IT Switzerland AG in connection with support (ticketing), operation (availability or restoration of systems and applications), maintenance and capacity management.

3.4.2 Operating services are reported to the customer periodically according to the agreed service level.

3.4.3 For the discussion of the reported operating services, a company meeting can be arranged in the framework agreement, which takes place periodically or as required.

3.5 Service Level

3.5.1 The characteristics of the operating services are regulated in detail on the basis of the service levels. The uptime, service and intervention time as well as the remediation time result from the framework agreement and its annexes.

3.5.2 The processing of operational disruptions is carried out according to a prioritization system.

3.5.3 Time periods that are outside the service time are not taken into account for the calculation of the reaction, intervention and remediation time.

3.6 Ticketing System and Service Organization

3.6.1 Würth IT Switzerland AG operates an electronic ticketing system for reporting faults and handling service changes.

3.6.2 The customer reports malfunctions via the ticketing system or the service desk (first level support).

3.6.3 The customer cannot contact the Second Level Support directly.

3.7 Availability

Availability is defined as the average period of time during which a business service is available for use. Availability is calculated over a period of one year, unless otherwise stipulated in the framework agreement. The detailed information on availability is regulated in the framework agreement and its annexes.

3.8 Equipment (hardware and software products)

Operating resources such as hardware and software products are procured by Würth IT Switzerland AG on behalf of the customer. Customer may also procure resources independently at its discretion if it is to its advantage, such as discounted Microsoft software for nonprofits.

4. Contract components and order of precedence

4.1 The contract between the customer and Würth IT Switzerland AG consists of the following components, whereby the higher-ranking document takes precedence over the lower-ranking document. The following order of precedence applies:

- Service Contracts
- Annexes to framework agreements
- Agreements
- AGB von Würth IT Switzerland AG

4.2 Conflicting or supplementary general terms and conditions of the customer do not become part of the contract.

4.3 If Würth IT Switzerland AG takes over IT infrastructure or personnel from the customer, the parties conclude separate contracts in this regard.

4.4 The offer of Würth IT Switzerland AG and the customer's specifications are only part of the contract if the contract expressly refers to these documents. The offer takes precedence over the specifications.

4.5 Contracts are legally agreed upon by mutual signature of the contract document or by countersigning the offer by the customer.

5. Offer

5.1 The offer, including presentations, is free of charge unless otherwise agreed in the contract. A written offer from Würth IT Switzerland AG is valid for three months from the date of submission of the offer.

5.2 Until the signing of the contract deed or the written acceptance of the offer (order) by the customer, the parties may withdraw from the contract negotiations without financial consequences. Würth IT Switzerland AG reserves the right to bind itself to its offer.

6. Default of acceptance

6.1 If the customer does not accept the duly offered service, Würth IT Switzerland AG may, after setting a reasonable grace period, either:

- continue to hold on to the part of the contract that has been fulfilled so far and claim the compensation agreed for it, but definitively waive the further provision of services, or
- withdraw from the entire contractual relationship, demand the return of all delivered products and claim damages. This consists of the reduced value of the products and the full contractually agreed compensation for the services already provided.

6.2 In addition, Würth IT Switzerland AG can also demand liquidated damages for the omitted future services in both cases. This amounts to 50% of the contract value of the products not yet delivered and the operational, project and consulting services not yet provided. The right to assert further damages is reserved if appropriate proof is provided.

7. Service provision, acceptance and Obligations to complain

7.1 The customer and Würth IT Switzerland AG are aware that the cooperation can only be carried out on the basis of a trusting and cooperative partnership.

7.2 If Würth IT Switzerland AG recognizes that the customer's task is incorrect, ambiguous or not feasible, it shall immediately inform the customer in writing. The committee then decides immediately on how to proceed.

7.3 Provision of services in accordance with the service contract

7.3.1 If the customer's requirements do not yet result from the task specified in the service contract, Würth IT Switzerland AG will detail them at the customer's request and with the support of the customer, prepare a specification thereof and submit it to the customer for approval. The customer will approve them in writing within 14 days if the contract is in conformity. The specification is a binding specification for further work.

7.3.2 The requirement specification must be prepared by the customer and approved by Würth IT Switzerland AG. Insofar as it is necessary to detail the customer's requirements, Würth IT Switzerland AG prepares a detailed concept according to the customer's requirements and with its support after a separate written order. Würth IT Switzerland AG submits it to the customer for approval. The customer gives the approval in writing within 14 days. Unless otherwise agreed, this service will be remunerated according to expenditure.

7.3.3 The customer provides personnel with the appropriate expertise in the required time frame for the definition of requirements, detailed specification and the execution of the technical tests.

7.3.4 The approved detailed specification contains the binding specification for further work. If necessary, Würth IT Switzerland AG will refine this in the course of implementation in coordination with the customer.

7.3.5 At the customer's request, Würth IT Switzerland AG will draw up a written schedule and work plan at the beginning of the work, taking into account the agreed deadlines, and update it if necessary. Würth IT Switzerland AG will use this plan to inform the customer regularly about the status of the work.

7.3.6 However, the definition of requirements, detailed specification and the implementation of the project services by Würth IT Switzerland AG can also be carried out according to agile project methodology. The specific procedure and responsibilities of the contractual partners are regulated in detail in the respective service contract.

7.4 Provision of services in accordance with the framework agreement

7.4.1 The framework agreement and its appendices regulate the operational services to be provided for the services to which the customer has subscribed.

7.5 Acceptance of services

7.5.1 The customer will check the services under his conditions of use and, if they comply with the agreed requirements, declare acceptance in writing.

7.5.2 Unless otherwise agreed, the customer must check the services under the contract for work and services within three weeks of completion. Würth IT Switzerland AG will be available to answer any questions you may have.

7.5.3 After successful acceptance testing, the customer must declare acceptance to Würth IT Switzerland AG in writing or notify Würth IT Switzerland AG in writing of any defects found with a precise description. If he does not agree to this period or uses the service without complaint, the service is deemed to have been accepted. Insignificant defects do not entitle you to refuse acceptance.

7.5.4 If partial deliveries or partial services are agreed, these will be accepted separately. In this case, the total work performance is deemed to have been accepted with the last partial acceptance.

7.6 Obligation to give notice

7.6.1 The customer assumes an obligation to inspect and complain in accordance with Art. 201 CO with regard to all de-

liveries and services of Würth IT Switzerland AG under the purchase contract and services under the contract for work and services.

7.6.2 The customer submits complaints with a detailed description of the problem in writing.

8. Documentation

8.1 In the request for quotation, the customer can request the delivery of documentation for technical maintenance. Unless otherwise stipulated in the contract document, the documentation shall be delivered in the language of the contract.

8.2 The Customer may copy and use the Documentation for use in accordance with the Agreement.

9. Instruction

Würth IT Switzerland AG will take over the instruction of the customer's personnel in accordance with the scope agreed in the project contract.

10. Personnel

10.1 Würth IT Switzerland AG uses only trustworthy, carefully selected and well-trained personnel for the performance of the contract for the provision of services, even if this is only an ancillary service.

10.2 The contracting parties agree on the project organisation and designate the persons responsible for it.

10.3 In cases of what it considers to be an increased need for protection (e.g. personal data), the customer can demand that Würth IT Switzerland AG provide documents for further clarifications regarding the employees it employs. Details are regulated in the contract.

11. Involvement of subcontractors

11.1 Würth IT Switzerland AG is entitled to engage third parties as suppliers and vicarious agents for the provision of its services. This assignment must be notified to the client in writing and is deemed to have been approved if the assignment is not objected to for good cause within a period of one week. The customer has the right to use subcontractors from authorized reasons.

11.2 Würth IT Switzerland AG is responsible for the services of subcontractors as for its own, unless these GTC provide otherwise.

12. Customer involvement

12.1 The customer shall inform Würth IT Switzerland AG in good time on the agreed date of all specifications and information from its area of responsibility that are required for the performance of the contract.

12.2 The customer grants Würth IT Switzerland AG the necessary access to its premises.

12.3 If the customer operates his own systems, he regularly backs up the data at least once a day and uses an antivirus program that is continuously updated. The methods of securing and protecting against viruses must be state-of-the-art. Würth IT Switzerland AG assumes that it will only come into contact with secured data. The restoration of data deleted by the customer will be charged separately.

12.4 The customer shall report errors and incidents in a comprehensible form in writing and without delay.

12.5 The customer bears the disadvantages and additional costs resulting from a breach of these obligations.

12.6 The customer's obligations to cooperate include, in particular:

- the provision of qualified contact persons for Würth IT Switzerland AG;
- the careful handling of equipment provided;
- the protection of the operating resources that Würth IT Switzerland AG makes available to the customer for use, in particular against fire, theft and vandalism;
- the timely provision of project information and requirements for the attention of Würth IT Switzerland AG;
- the immediate notification of any malfunctions to Würth IT Switzerland AG together with a description of the facts of the case and the resulting problems as precisely and comprehensively as possible;
- the training of the customer's end-users;
- compliance with IT security regulations insofar as they affect the customer and its employees;
- the prior involvement of Würth IT Switzerland AG in IT procurements that affect operational services.

12.7 The Customer shall support Würth IT Switzerland AG or its employees and the third parties lawfully engaged by it for the provision of services in an appropriate manner and in an appropriate manner and in a timely manner, and shall cooperate in carrying out the necessary preparatory and provision acts. If the customer does not comply with its obligations despite a written or electronic warning from Würth IT Switzerland AG, Würth IT Switzerland AG shall be exempt from providing its affected services. In addition, the customer must compensate Würth IT Switzerland AG for the additional costs at the applicable standard rates of Würth IT Switzerland AG if and to the extent that the customer does not prove that the breach of the obligations is not attributable to the customer. Without a warning within a reasonable period of time by Würth IT Switzerland AG, it can be assumed that the customer has complied with his obligations to cooperate.

13. Remuneration, prices and currency

13.1 Würth IT Switzerland AG provides the services at fixed prices or according to expenditure with an upper limit of the remuneration (cost ceiling). In its offer, it announces the cost types and cost rates.

13.2 If Würth IT Switzerland AG provides services according to expenditure, it will provide a report together with the invoice at the customer's request.

13.3 The remuneration covers all services that are necessary for the proper performance of the contract. Unless agreed in detail in the contract, this applies to installation and documentation costs, the costs of instruction, expenses, licence fees, packaging, transport and insurance costs, as well as the public charges in force at the time of signing the contract and the advance recycling fee.

13.4 An adjustment of the remuneration during the term of the contract will only take place if this is stated in the contract document.

13.5 In the case of periodically incurred remuneration and fees, Würth IT Switzerland AG is entitled to adjust them to the end of each year in compliance with a notice period of three months. If the customer does not agree to this, he may terminate the contract in writing from the date of receipt of the notification until the time of the adjustment to this date.

13.6 Unless otherwise agreed, all remuneration, prices and fees are net (excl. VAT).

13.7 Unless otherwise agreed, all remuneration, prices and fees are in Swiss francs (CHF).

13.8 Invoicing takes place after provision or - if contractually provided - after acceptance of the billed services. The payment of a down payment or periodic partial payments can be agreed in the contract.

14. Compensation

14.1 Consulting and project services are compensated in accordance with the service contract.

14.2 Operating services in accordance with Clause 3.4 shall be compensated at the agreed prices in the framework agreement and its appendices to the extent that they are actually used by the Client.

14.3 The public charges in force at the time of conclusion of the contract are included in the compensation. Excluded is VAT, which is shown and charged separately. Public charges that will come into force in the future and burden the services of Würth IT Switzerland AG may be invoiced additionally.

14.4 In the case of project services, consulting services and all on-site assignments, Würth IT Switzerland AG is entitled to reimbursement of travel, accommodation, food and communication expenses in accordance with the expense tariff of Würth IT Switzerland AG.

15. Invoice

15.1 Business services are billed monthly in the middle of each month. In the first month of operation, invoices are issued on the basis of the offer, for the following months on the basis of the previous month. Variable services are invoiced in the following month on the basis of the services purchased.

15.2 Hardware and software that Würth IT Switzerland AG sells to the customer will be invoiced with the delivery.

15.3 Project services and consulting services will be invoiced monthly in the month following the provision of services, unless otherwise agreed in the service contract.

15.4 Invoices are due for payment without deduction within 10 days of receipt of the invoice.

16. Rising prices

Würth IT Switzerland AG may adjust the compensation for operating services annually to January 1 of each year in line with inflation. The Swiss national consumer price index is decisive.

17. Increase in service prices

Compensation for operating services is usually defined as the product of service prices and the quantity of services received. In the case of compensation defined in this way, Würth IT Switzerland AG may increase the service prices if the customer reduces the purchase quantity by more than 40% compared to the initial purchase quantity.

18. Price adjustments of operating services

The prices for third-party components that are included in the operating services of Würth IT Switzerland AG or are necessarily purchased for the provision of these services may change during the term of the contract. In this case, Würth IT Switzerland AG may adjust the compensation for operating services at any time in accordance with these changed prices.

19. Ownership of equipment

19.1 Ownership of the operating resources shall be vested in Würth IT Switzerland AG or the lessor of Würth IT Switzerland AG,

provided that the customer does not purchase the operating resources himself or procure them himself through leasing.

19.2 If the customer purchases the operating resources from Würth IT Switzerland AG, they shall remain the property of Würth IT Switzerland AG until full payment has been made. Würth IT Switzerland AG may apply a reservation of title to secure its claim. The customer authorizes Würth IT Switzerland AG to have a corresponding entry made in the retention of title register.

20. Rights of use to leased equipment

20.1 The customer is entitled to use the equipment provided for its own business purposes.

20.2 If the equipment provided is software, the customer complies with the applicable license conditions. The customer informs himself about the scope of his license rights on his own responsibility.

21. Terms of payment

21.1 Unless otherwise agreed, payments must be made within 30 days of invoicing, even if partial services are invoiced. For late payment, default interest of 5% p.a. is owed from the 1st reminder.

21.2 In the event of non-compliance with a payment deadline by the customer, Würth IT Switzerland AG shall in particular have the right to interrupt the performance of the service or to withdraw from the affected contract at any time after a grace period of 30 days has been set.

21.3 We reserve the right to make deviating agreements in the contract document, in particular any payment schedule.

22. Changes in performance

22.1 Changes to consulting and project services

22.1.1 During the term of a contract, the customer and Würth IT Switzerland AG may at any time propose changes in writing, in particular to the agreed services, procedures, agreements and deadlines.

22.1.2 If the customer wishes to change his requirements, Würth IT Switzerland AG is obliged to inform the customer within 10 working days of the effects of the change in services, in particular with regard to the effort (in particular increase in remuneration) and scheduling. The customer must then inform Würth IT Switzerland AG in writing within a further 10 working days whether he wants to accept the proposed change under the proposed conditions or continue the service contract under the old conditions.

22.1.3 In response to a change proposal from Würth IT Switzerland AG, the customer will notify in writing within 10 working days whether he agrees to the change.

22.1.4 At the request of Würth IT Switzerland AG, the customer will detail his change request to the extent that the task is detailed in the service contract. Würth IT Switzerland AG will take on this task at the customer's request in return for a fee based on expenditure.

22.1.5 Würth IT Switzerland AG may invoice the customer separately for the review of the proposed change if the review involves considerable effort. Any effort that exceeds the duration of two hours is considered significant.

22.1.6 If the deadlines listed in section 27 cannot be met due to the extent of the change, the contractual partner must be informed immediately and a proposed date for completion must be submitted to him.

22.2 Changes in operating services

22.2.1 During the term of a framework agreement, the customer and Würth IT Switzerland AG may propose changes in writing at any time, in particular to the agreed services, procedures, agreements and deadlines.

22.2.2 The Client may extend or reduce operating services, the compensation for which is based on capacities in accordance with the framework agreement, if technically and operationally feasible, according to its needs.

22.2.3 Changes to operational services are processed as part of the Würth IT Switzerland AG change management process.

22.2.4 The customer orders changes to the operating services directly via the electronic ticketing system of Würth IT Switzerland AG. The customer acknowledges declarations made via the ticketing system as legally binding for him.

22.2.5 At the request of Würth IT Switzerland AG, the Customer shall describe its change request in the same level of detail as the affected service is described in the Framework Agreement and its Appendices. Würth IT Switzerland AG will take on this task at the customer's request in return for a fee based on expenditure.

22.2.6 Würth IT Switzerland AG may invoice the customer separately for the review of the proposed change if the review involves considerable effort. Any effort that exceeds the duration of two hours is considered significant.

22.2.7 The cost consequences of changes in quantities are determined in accordance with Sections 17 and 18.

22.2.8 Würth IT Switzerland AG may replace operating services with equivalent new operating services at any time, provided that this is appropriate for technical, business or legal reasons.

22.2.9 For the period in which no agreement can be reached on the amendment, the framework agreement will continue under the previous conditions. In the event that no agreement can be reached between the Customer and Würth IT Switzerland AG, the

Customer may bring about the termination of the contractual relationship in accordance with Section 39. He is then obliged to put Würth IT Switzerland AG in the same economic position as he would have done in the performance of the contract, i.e. he is obliged to reimburse the damage in the sense of the positive interest.

23. Data

23.1 The contracting parties undertake to maintain the secrecy of facts and data, facilities, equipment, documents, information, working methods, know-how and trade secrets that are neither public nor generally accessible. This obligation must also be imposed on third parties involved. In case of doubt, facts and data must be treated confidentially.

23.2 The owner of the customer data is the customer. Würth IT Switzerland AG is considered a processor within the contractual scope of duties of Würth IT Switzerland AG. Würth IT Switzerland AG is not responsible for data processing in the context of applications.

23.3 Würth IT Switzerland AG undertakes to process customer data exclusively on behalf of the customer and in accordance with the applicable legislation in the field of data protection and telecommunications services as well as any applicable special laws (banking supervision, protection of professional secrecy).

23.4 Customer data can be demanded by the customer at any time. In addition, the customer may at any time request that Würth IT Switzerland AG delete customer data by means of a written declaration. Würth IT Switzerland AG no longer assumes any responsibility for deleted data. Services provided by Würth IT Switzerland AG in accordance with this Section 23 are subject to compensation.

24. Secrecy

24.1 Applicable data protection and security regulations as well as the regulations on official or professional secrecy Art. 320 SCC (violation of official secrecy) must be observed. In particular, Würth IT Switzerland AG is obliged to process personal data from the customer's area that has been passed on to it or accessible to it only to the extent and exclusively for those purposes as is necessary for the performance of the contract.

24.2 The parties can conclude further contractual agreements, e.g. confidentiality agreements. Furthermore, reference is made to the Swiss Data Protection Act (FADP), in particular its Art. 35 (violation of professional confidentiality) and the trade secret of Art. 162 and Art. 273 of the Swiss Criminal Code (SCC) and the General Data Protection Regulation (GDPR) of the European Union.

24.3 All information about products and technical processes of Würth IT Switzerland AG is to be regarded as a trade secret of Würth IT Switzerland AG and must be protected by the customer by all appropriate means and at least as much as his own trade secrets.

24.4 The non-contractually permitted duplication or transfer to third parties of the documents submitted or the software made available for use therefore also constitutes a breach of confidentiality. Software copies may only be made in connection with data backup.

24.5 The duty of secrecy also includes the prohibition of use and exploitation for one's own or third-party purposes and applies beyond the termination of the contract as long as there is an interest in secrecy.

24.6 Customer data is considered confidential data in any case.

24.7 Information that is generally known or that is lawfully acquired by a party regardless of the contractual relationship is not considered confidential data. In addition, the statutory disclosure obligations remain reserved.

24.8 The parties shall ensure that their employees, auxiliary persons and subcontractors undertake to comply with confidentiality obligations. This does not apply to telecommunications service providers who are subject to the secrecy of telecommunications with regard to secrecy and for whom Würth IT Switzerland AG assumes no responsibility.

24.9 In the event of a special need for confidentiality (e.g. banking, medical or attorney-client secrecy), Würth IT Switzerland AG shall ensure, at the request of the customer, that all its employees, subcontractors and auxiliary persons sign a confidentiality agreement adapted to the special confidentiality requirement prior to disclosing the facts, information and data.

24.10 Würth IT Switzerland AG may list the customer as a reference customer in advertising materials. A further, substantive presentation of the customer relationship requires the prior consent of the customer.

24.11 The confidentiality obligations exist even before the conclusion of the contract and also after the termination of the contractual relationship or after the performance of the agreed services. Statutory duties of disclosure and information are reserved.

25. IT Security

25.1 Würth IT Switzerland AG provides the operating services in accordance with the security standards expressly agreed in the framework agreement and its annexes (e.g. data encryption, access protection, access logging and virus protection). The type of solutions used for this corresponds to the state of the art customary in the industry.

25.2 All customer data must be managed separately from the data of other Würth IT Switzerland AG customers. Würth IT Switzerland AG ensures complete separation by means of special technical and organizational measures.

25.3 The contracting parties undertake to return all data and documents in their possession and covered by this agreement at the time of the termination of the contract. Data exports are implemented as part of a project and the expenses are charged to the customer.

26. Service Continuity und Disaster Recovery

26.1 Within the framework of the agreed redundancies, Würth IT Switzerland AG must ensure that the services of Würth IT Switzerland AG are provided in accordance with the agreed service levels and that any interruption in an emergency is kept as short as possible. For this purpose, Würth IT Switzerland AG has a disaster recovery plan (emergency manual) for its own services.

26.2 The customer is responsible for creating his own disaster recovery plan.

27. Delay

27.1 In the event of non-compliance with the deadlines agreed in the contract document as justifying default, the contracting parties shall be in default without further ado, in the case of other deadlines after a reminder and the granting of a reasonable grace period.

27.2 If Würth IT Switzerland AG is in default, the Customer may, if the performance has not yet been completed in full even after the expiry of a reasonable grace period, insist on subsequent performance by Würth IT Switzerland AG or terminate the contract early in accordance with Section 39.

28 Warranty in kind

28.1 The customer's warranty rights under sales law for delivered equipment result from the warranty provisions of the manufacturers or third-party suppliers. Würth IT Switzerland AG assigns the corresponding warranty rights to the customer for direct enforcement. Any warranty beyond this is excluded to the extent permitted by law. In particular, Würth IT Switzerland AG shall not be liable for deviations from the agreed quality of the equipment that are based on use in breach of contract or unauthorized modifications by the customer or third parties.

28.2 The warranty rights of the customer for operating equipment and telecommunications services result from the warranty provisions of the third-party suppliers. Würth IT Switzerland AG excludes any warranty in this regard and assigns the warranty rights to the customer for direct enforcement.

28.3 Würth IT Switzerland AG supports the customer in the search for causes of damage and in the assertion of warranty rights. If Würth IT Switzerland AG incurs considerable expenses, Würth IT Switzerland AG may invoice them.

29. Legal Warranty

29.1 Würth IT Switzerland AG warrants that it does not infringe any recognized intellectual property rights of third parties with its offer and services.

29.2. If the customer is sued by third parties in connection with services provided by Würth IT Switzerland AG due to an infringement of intellectual property rights, the legal warranty shall be determined exclusively in accordance with the warranty provisions of the suppliers of the affected products.

29.3 Any further legal warranty is excluded to the extent permitted by law.

30. Warranty for consulting services

In the case of consulting services, Würth IT Switzerland AG guarantees the careful provision of the contractually agreed services

31. Warranty for project services

For project services that have been accepted in accordance with Section 7, the warranty is excluded to the extent permitted by law.

32. Warranty for operating services

32.1 Würth IT Switzerland AG guarantees to provide the operational services in accordance with the agreed service levels.

32.2 In the event of non-compliance with agreed service levels, the customer is entitled to restoration of the agreed service levels.

32.3 Further claims by the customer in the event of a failure to meet the guaranteed availability are excluded, insofar as this is legally permissible.

33. Infringement of patents / copyrights

33.1 The Customer undertakes to notify Würth IT Switzerland AG without delay of any claims arising from the infringement of patents or copyrights resulting from the use of the products supplied by Würth IT Switzerland AG and the associated documentation. Würth IT Switzerland AG expressly reserves the right to take measures to defend itself and to negotiate a settlement.

33.2 Würth IT Switzerland AG shall not be liable for any injury resulting from the non-use of a modification and/or addition to a product or documentation notified to the customer. The same applies to injuries caused by the use of the products together with products not specified or authorized by Würth IT Switzerland AG.

33.3 If the customer is sued by third parties in connection with services provided by Würth IT Switzerland AG due to an infringement of intellectual property rights, the legal warranty shall be determined exclusively in accordance with the warranty provisions of the suppliers of the affected products.

34. Insurance

34.1 Würth IT Switzerland AG and the customer are insured against possible personal injury, property damage and financial loss, as is customary in the industry. They will maintain the obligations towards their respective insurer and ensure that the insurer's obligation to assume liability is not jeopardised by their own conduct.

34.2 In the event of an insured event, the parties will support each other by providing information and taking any other measures necessary from the circumstances to enable the other party to have recourse to their insurance.

35. Liability

35.1 The customer is liable for damage to the devices installed at the customer's site that have been caused by improper use by the customer or natural hazards.

35.2 Within its area of responsibility, the Würth IT Switzerland AG for contractual and non-contractual damage causation as follows:

- In the event of direct/direct damage caused by intent, gross negligence or as a result of intentional concealment of the lack of a warranted property of a delivered product, liability is unlimited.
- In other cases of culpable causation of damage (e.g. in the case of simple negligence or negligent concealment of a lack of warranty) and for damage caused by auxiliary persons within the meaning of Art. 101 CO, the liability per claim is limited to CHF 1,000,000.00, in total at most to the price or remuneration owed in its entirety under the contractual relationship causing the damage.

35.3 To the extent permitted by law, liability for consequential damages and pure financial losses, unrealized savings, loss of profit, loss of production, loss of interest and damages arising from claims by third parties against Würth IT Switzerland AG is excluded.

35.4 The above limitations and exemptions do not apply to liability for personal injury and to liability under the Product Liability Act.

35.5 In the event of loss of data, Würth IT Switzerland AG shall only be liable for the effort required to restore the data if the customer has properly backed up the data at least daily. In all other respects, the liability provisions under this section apply.

36. Force majeure

36.1 Würth IT Switzerland AG shall not be liable for delays in the provision of services or for the failure to provide services if this is due to circumstances beyond its control, such as force majeure, government measures, floods, fire, explosions, accidents, riots, terrorism, industrial disputes, interruption of transport or communication routes, extraordinary virus or hacker attacks or impossibility of procuring materials.

36.2 If Würth IT Switzerland AG becomes aware of a case of force majeure, the customer will be informed as soon as possible and stating the exact circumstances.

36.3 If the case of force majeure continues for more than three months, either party may terminate the contract without notice. In such a case, the agreed remuneration is owed pro rata until the time when the service was provided in accordance with the terminated contract.

37. Maintenance and readiness for care

37.1 Würth IT Switzerland AG offers the Customer to continue to maintain and/or maintain the delivered hardware and software for at least four years after the expiry of the warranty period of the initial delivery. Any maintenance and care services are contractually regulated and invoiced according to the customer's requirements in accordance with customary market conditions.

38. Audit rights

38.1 The Client has the right to carry out individual audits. These must be announced in good time and will be charged by Würth IT Switzerland AG according to expenditure.

39. Period of contract

39.1 The contractual relationship with Würth IT Switzerland AG begins with the conclusion of the written framework agreement and the system and service contracts linked to it. Unless otherwise contractually agreed, the contractual relationship is concluded for an indefinite period of time.

39.2 If the minimum contract term is not regulated in the contracts, a minimum contract term of three years applies. Thereafter, the contractual relationship is automatically extended by one calendar year without written notice.

40. Termination of the contractual relationship

40.1 A premature termination of the agreed contractual relationship must always be threatened in writing, setting a deadline and can only be declared within two weeks of the (unused) expiry of the deadline.

40.2 Both parties can terminate the contract early due to non-compliance with contractual obligations by the other party as follows:

- in the event of a breach of essential contractual provisions, if the alleged breach is not remedied within a grace period of 30 days after receipt of the relevant notification, or
- in the event of insolvency, or
- if bankruptcy or probate proceedings are opened or applied for against the party in accordance with the applicable legal provisions, or if they are dismissed for lack of assets, or
- if the party makes any other or similar arrangements for the benefit of its creditors.

40.3 The written termination of the framework agreement also includes the termination of the attached system and service contracts and can be made by both parties with a six-month notice period, first at the end of the three-year minimum contract period, then at the end of each calendar year.

41. Assignment, transfer and pledging

The Customer may not assign, transfer or pledge its rights and obligations arising from the contractual relationship to third parties without the prior written consent of Würth IT Switzerland AG.

42. Extraordinary termination

42.1 Either party may terminate the contract for good cause extraordinarily and without notice if the other party has seriously breached the contract or if bankruptcy or debt restructuring proceedings have been opened against them.

42.2 Prior to extraordinary termination due to breach of contract, the other party must issue a written warning under threat of extraordinary termination, if time permits and the terminating party can reasonably be expected to do so, and a reasonable grace period of at least 30 days must be set to remedy the breach of contract.

42.3 In the event of an extraordinary termination for which the customer is responsible, the following payments are due to Würth IT Switzerland AG:

- 60% of the agreed compensation in the first year of the contract
- 30% of the agreed compensation in the second year of the contract
- 10% of the agreed compensation in the third year of the contract

43. Effect of termination

43.1 Upon termination, Würth IT Switzerland AG shall hand over to the Customer all information, documents and data that have been handed over to Würth IT Switzerland AG for the purpose of fulfilling the contract.

43.2 The statutory retention obligations of Würth IT Switzerland AG. In order to fulfil these obligations, Würth IT Switzerland AG may manage and process data relating to the customer even after the termination of the contract, insofar as this is necessary to fulfil the retention obligations.

43.3 Würth IT Switzerland AG is obliged to support the customer to the best of its ability for a maximum of 6 months after the termination of the contract in the insourcing or handover of the business services to a third party at the customer's request.

43.4 The support pursuant to this Section 43 shall be charged according to expenditure at the applicable rates of Würth IT Switzerland AG.

44. Prohibition of employment

44.1 During the term of the contract and within three months after the termination of the contract, the parties undertake not to employ the employees of the other party directly entrusted with the performance of the contract without the latter's consent

44.2 If a party violates this obligation, it owes the other party a contractual penalty. This amounts to three months' salary (gross) per case of the poached person, but no more than CHF 50,000 per case. Further claims for damages under this title are excluded.

45. Applicable law and jurisdiction

45.1 The legal relationship shall be governed by substantive Swiss law to the exclusion of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

45.2 Changes and additions to these Terms and Conditions or the Framework Agreement with all Appendices must be fixed in writing.

45.3 If a provision of these terms and conditions proves to be invalid, this does not affect the validity of these remaining provisions. In this case, the contracting parties shall replace the invalid conditions with those that come as close as possible to the invalid terms and conditions in terms of their regulatory content.

45.4 The exclusive place of jurisdiction is Chur. Mandatory provisions of the Jurisdiction Act are reserved. However, Würth IT Switzerland AG is entitled to bring the law against the customer before any other court of competent jurisdiction.

50. Final provisions

50.1 The place of performance for the services of Würth IT Switzerland AG is the place agreed in the framework agreement, in the absence of such a place the address of the customer.

50.2 The Customer may only offset a claim for damages against a claim by Würth IT Switzerland AG for compensation in accordance with Section 14 if it is recognized by Würth IT Switzerland AG.

TERMS & CONDITIONS

SUPPLEMENTARY TERMS AND CONDITIONS «SOFTWARE – DEVELOPMENT, CUSTOMIZING & MAINTENANCE» AND PROVISION OF HARDWARE

Würth IT Switzerland AG / August 2021 (Version 2.0)

Additional provisions for software development, customizing and maintenance

The following supplementary terms and conditions are in addition to the General Terms and Conditions of Würth IT Switzerland AG in the current version.

1 Scope and validity

These supplementary terms and conditions (EB) govern the services for software development, customizing and maintenance. The EB apply in addition to the generally applicable GTC of Würth IT Switzerland AG.

2 Intellectual property rights

2.1 Rights to work results

2.1.1 The rights to the work results created by Würth IT Switzerland AG in fulfilment of the contract shall be transferred to the customer upon creation. This includes, in particular, concepts, documents, evaluations, etc. prepared by Würth IT Switzerland AG within the framework of a contractual relationship. Both contracting parties are entitled to use and dispose of ideas, processes and methods that are not legally protected and are the basis of the work results.

2.1.2 Third-party products and pre-existing rights of Würth IT Switzerland remain unaffected by this regulation, unless they are an inseparable part of the work product created. In such a case, Würth IT Switzerland AG grants the customer an unlimited, non-exclusive, transferable right of use for its own purposes to the pre-existing rights. Contractual provisions to the contrary are reserved.

2.2 Patent rights

2.2.1 Patent rights to inventions that have arisen in the performance of the contract include

- the customer, if the inventions were made by their personnel;
- Würth IT Switzerland AG, if the inventions were made by its personnel or third parties engaged by it;
- of Würth IT Switzerland AG and the customer, if the inventions were made jointly by the personnel of the customer and Würth IT Switzerland AG or third parties engaged by it. The contracting parties mutually waive the charging of licence fees. They can transfer their rights to third parties without the consent of the other contractual partner or grant rights of use to third parties.

2.3 Rights to software

2.3.1 The property rights to the software remain with Würth IT Switzerland AG or third parties. Insofar as the rights belong to third parties, Würth IT Switzerland AG guarantees that it has the necessary rights of use and distribution.

2.3.2 All exclusive rights to the software developed by Würth IT Switzerland AG and to future releases, in particular copyright, rights to inventions, as well as technical property rights, belong exclusively to Würth IT Switzerland AG. The Customer shall only use the software as specified in GTC No. 20 exhaustively mentioned rights of use.

2.3.3 The Customer acquires the non-exclusive right to use and exploit the Software to the extent agreed in the Agreement.

2.3.4 Depending on the agreement, the right to use the software is granted either for an unlimited period of time or for a definite or indefinite period of time (until termination). If the right of use is unlimited in time, it is also transferable.

2.3.5 Insofar as source code is supplied, the customer may only make it available to third parties with the prior written consent of Würth IT Switzerland AG. Würth IT Switzerland AG will not unreasonably withhold consent.

2.3.6 The customer is entitled to make a duplication of the software for backup or archiving purposes. The Customer may reproduce the User Documentation to the extent necessary for the contractually agreed use of the Software. Both authorizations for reproduction are exclusively for the customer's own use.

2.3.7 Würth IT Switzerland AG is not prevented from further developing the same topics and functionalities as extensions in the software and/or customer-related. Würth IT Switzerland AG will only use the source code of the modifications or extensions of the customer with the customer's consent.

2.3.8 In the event of a hardware failure, Customer shall be entitled to use the Software on replacement hardware without additional compensation.

2.3.9 Software products from other suppliers can be made available to the customer for use in rent. The correct licensing of software products is basically the responsibility of the customer. Würth IT Switzerland AG can take over license management on behalf of the customer in accordance with the contractual agreement.

2.3.10 If the Customer unjustifiably extends the scope of its right of use (scope of functions, the processor extension and/or the scope of the user) beyond the license authorization in accordance with the agreement or seriously violates its obligations to protect the program pursuant to No. 4.2 of these Supplementary Terms and Conditions, Würth IT Switzerland AG may revoke the right of use with immediate effect for good cause. In less serious cases, Würth IT Switzerland AG will set a grace period for remedial action beforehand.

2.3.11 Intellectual property rights and copyright notices may not be removed, but copies must be retained.

2.4 Rechte an Software Customizing

2.4.1 The exclusive rights to the parameterizations and software extensions produced by Würth IT Switzerland AG specifically for the customer, including source code, program descriptions and documentation, regardless of whether they are available in written or machine-readable form, shall be transferred to the customer upon creation. Both parties to the contract remain entitled to use and dispose of ideas, processes and methods that are not protected by law. The software documentation (in particular documented source code including overview, data and function model as well as function description) and the other documents must be handed over to the customer before acceptance and, upon request, before any partial payments.

3 Provision of hardware

3.1 Delivery

3.1.1 The following terms and conditions govern the rights of the customer when purchasing hardware products from Würth IT Switzerland AG.

3.1.2 The applicable delivery dates, deadlines and delivery items result from the contract concluded between the customer and Würth IT Switzerland AG.

3.2 Terms of delivery

3.2.1 When the goods are handed over to the freight forwarder, the risk passes to the customer, even if carriage-free delivery or delivery against a freight flat rate has been agreed. If the customer picks up the goods, the risk is transferred to the customer when the provision is announced.

3.2.2 Delivery dates of Würth IT Switzerland AG can be regarded as binding if the respective supplier complies with the deadlines vis-à-vis Würth IT Switzerland AG. Würth IT Switzerland AG declines any liability for late deliveries.

3.2.3 The delivery of the object of purchase shall take place with the signing of the delivery note by the receiving point designated by the customer at the agreed location.

3.2.4 Würth IT Switzerland AG shall install the object of purchase in accordance with the installation instructions at the agreed location and put it into operation, unless otherwise expressly agreed in the contract.

3.2.5 The customer will inspect the purchased item within 30 working days for external damage, as well as for performance and function after installation. In the case of installation by Würth IT Switzerland AG, the period does not begin to run until the installation has been completed. Discovered defects will be reported immediately.

3.3 Retention of title when purchasing hardware

3.3.1 The customer may process and sell this hardware in the ordinary course of business as long as it is not in default of payment. In the event of resale, he must reserve ownership of the reserved goods from his customers until the purchase price has been paid in full. Pledging or transfer of title by way of security is not permitted. To be on the safe side, the customer hereby assigns the claims against third parties arising from the resale or any other legal reason regarding this hardware to Würth IT Switzerland AG in full. Würth IT Switzerland AG authorizes the customer to collect the receivables assigned to it on its behalf in its own name. At the request of Würth IT Switzerland AG, the customer will disclose the assignment and provide it with the necessary information and documents.

3.3.2 In the event of a breach of contract by the customer – in particular default of payment – Würth IT Switzerland AG shall be entitled to take back this hardware from third parties at the customer's expense. For this purpose, the customer hereby assigns to Würth IT Switzerland AG its claims for restitution against the third party. The return and seizure of this hardware by Würth IT Switzerland AG does not constitute a withdrawal from the contract.

3.4 Hardware maintenance

3.4.1 Maintenance of hardware includes its repair (rectification of malfunctions and errors to restore operability) by repairing and replacing defective parts as well as the installation of technical improvements. Maintenance (preventive maintenance to maintain operability) is carried out as far as this is indicated by the manufacturer's factory regulations and the state of the art. Replaced parts shall become the property of Würth IT Switzerland AG, unless this is not permitted due to the customer's information security and data protection concepts. In such a case, the original parts remain the property of the customer without incurring any costs.

3.4.2 If faults occur, Würth IT Switzerland AG shall participate in the search for the cause of the fault at the request of the customer,

even if the fault occurs when several systems or components interact. If Würth IT Switzerland AG proves that the malfunction was not caused by the hardware it maintains, these services will be remunerated separately.

3.5 Hardware Warranty

3.5.1 All hardware that is proven to deviate significantly from the execution in accordance with the contract or becomes defective or unusable as a result of poor material, faulty construction or defective workmanship will be replaced or repaired by Würth IT Switzerland AG free of charge at its own discretion. Excluded from this warranty are damages due to wear and tear, inadequate maintenance, disregard of operating regulations, excessive or generally improper use, unsuitable equipment, chemical or electrical influences as well as as other reasons for which Würth IT Switzerland AG is not responsible. The warranty expires if the customer or a third party makes changes or repairs to the hardware, unless the customer proves that Würth IT Switzerland AG is responsible for a defect.

3.5.2 For hardware, the warranty period is 15 months after delivery of the products, unless otherwise agreed. The warranty period for replaced or repaired products generally expires at the same time as that for the originally delivered products, whereby a warranty period of one month is agreed for the replaced or repaired products in any case.

3.5.3 If a defect cannot be rectified within 10 weeks of notification, the customer has the right to withdraw from the contract, provided that he cannot reasonably be expected to accept the defective hardware.

3.5.4 Products from third-party suppliers are subject exclusively to the warranties provided by the respective supplier. This applies to the scope of services, warranty period, right of withdrawal and all other rights of the customer.

3.5.5 The above warranty provisions are exhaustive. There are no further warranty and/or warranty claims on the part of the customer. Possible liability claims of the customer arise exclusively from GTC No. 35 (Liability).

4 Provision of software

4.1 Delivery

4.1.1 If the customer orders Würth IT Switzerland AG to provide support services (deployment preparation, installation, instruction, training or consulting) in writing, these are to be remunerated according to expenditure.

4.1.2 The Customer shall check the Software under its conditions of use before using it productively. Würth IT Switzerland AG is to be informed of the results of the tests.

4.2 Rights of use of software

4.2.1 Würth IT Switzerland AG grants the customer the non-exclusive right to use the software to the agreed extent, for the purpose of processing the company's own business transactions in the customer's company or within the companies belonging to the customer's group of companies with a shareholding of more than 50%, depending on the user and in accordance with its intended purpose.

4.2.2 The customer agrees to have user checks carried out by Würth IT Switzerland AG.

4.2.3 The software may only be used on the contractually agreed IT system that Würth IT Switzerland AG has approved for the software. The Customer is obliged to inform Würth IT Switzerland AG immediately of any change in the technical software environment. If the customer fails to notify the customer, Würth IT Switzerland AG shall not be liable for the defects occurring in this context and the damage caused thereby.

4.3 Remuneration of software

4.3.1 The amount of the remuneration depends on the scope of use specified in the contract, in particular the contractually agreed user type and the maximum number of permitted users (users) linked to this. With an increase in the agreed scope of use, the customer is obliged to notify Würth IT Switzerland AG of this immediately for the purpose of recalculation. If the customer fails to report the additional use in a timely and complete manner, Würth IT Switzerland AG reserves the right to charge a corresponding increase in the remuneration per unregistered user in accordance with the current price list of Würth IT Switzerland AG.

5 Maintenance of the software

5.1 Basic maintenance of the software

5.1.1 Basic maintenance includes the elimination of technical errors, the further development of the software by Würth IT Switzerland AG and the transmission of the releases further developed by Würth IT Switzerland AG as well as new correction statuses and error correction within the releases against payment of the maintenance fee by the customer. The elimination of faults in conjunction with other software that has not been supplied by Würth IT Switzerland AG will be invoiced separately to the customer.

5.1.2 Basic maintenance begins together with the delivery of the software.

5.1.3 Würth IT Switzerland AG is entitled, with a notice period of 3 months, to adapt the care services and their processing to the development of information technology and the market for care, insofar as this is appropriate and reasonable for the customers of Würth IT Switzerland AG.

5.1.4 The obligation to eliminate errors refers to the latest correction status of the two most recently released releases of the software. If, at the request of the customer, Würth IT Switzerland AG eliminates errors in older correction statuses of these releases, the customer is obliged to reimburse the additional expenses; Würth IT Switzerland AG will then endeavour to comply with reasonable deadlines.

5.1.5 The Client may set a reasonable deadline for the elimination of defects with the threat of refusing to rectify defects after the useless expiry of the deadline. If the deadline elapses without the errors being eliminated, or if the correction of the error finally fails, the customer may reduce the maintenance agreement, terminate it in writing and/or – within the framework of No. 32 GTC – Claim damages.

5.2 Further development of the software

5.2.1 The customer undertakes to import bug fixes into his IT system.

5.2.2 The Customer shall ensure that its IT system, including software, corresponds to the technical standard required by Würth IT Switzerland AG Software in the context of further development in accordance with the above regulations. A new release may require the customer to use an advanced version of the Würth IT Switzerland AG software used and/or the software of upstream suppliers or third-party providers. Würth IT Switzerland AG will inform the customer in good time of when which requirements for the care services are to be provided.

5.2.4 The Customer shall inform Würth IT Switzerland AG in advance if it wishes to install a new release of the required software and/or software from upstream suppliers or third-party providers.

5.3 Maintenance remuneration for software

5.3.1 The respective agreed fees for basic maintenance and/or support services are calculated as a percentage of the transfer fee for the software valid at the time of their due date (respective price list for the same) in accordance with the agreed scope of use. They are adjusted as soon as it increases.

5.3.2 The respective remuneration is to be paid in advance on a calendar yearly basis. The customer can also pay them semi-annually at a surcharge of 5% or quarterly at a surcharge of 8%. In the case of installation during the year, a pro-rata calculation takes place.

5.3.3 With effect from the next calendar year, Würth IT Switzerland AG may adjust the percentage to the percentage required by Würth IT Switzerland AG when concluding new maintenance contracts. Increases may only be made once a calendar year with a notice period of one month and must be reasonable. If the customer does not agree to this, he may terminate this care agreement in writing from the date of receipt of the notification until the time of the adjustment to the same date.

5.3.4 This care agreement can be terminated with a notice period of six months to the end of a calendar year.

6 Warranty for software

6.1 Würth IT Switzerland AG warrants the agreed quality and functionality of the software supplied by it in the agreed user environment and that the transfer of the agreed rights of use to the customer does not conflict with any rights of third parties. It should be noted that according to the state of the art, it is not possible to exclude errors in the software under all application conditions. Würth IT Switzerland AG warrants that the commissioned service has the agreed quality and is not affected by defects that cancel or reduce the suitability of the commissioned software service. The warranty period is 1 year and begins with acceptance in accordance with No. 7 GTC.

6.2 In the event of proven material defects, Würth IT Switzerland AG shall provide a warranty by means of rectification in such a way that Würth IT Switzerland AG will, at its discretion, provide the customer with a new, defect-free software version or remedy the defect. The remedy of the defect may also consist of Würth IT Switzerland AG showing the customer reasonable possibilities to avoid the effects of the defect. In the event of proven defects of title that make it impossible for the customer to use the software in accordance with the contract or unreasonably impair the customer, Würth IT Switzerland AG shall provide warranty by means of rectification by providing the customer with a legally impeccable possibility of using the delivered software or, at its option, of replaced or modified equivalent software. The customer must take over a new software version if the contractual range of functions is retained and the transfer does not lead to unreasonable adaptation and conversion problems for him.

6.3 If Würth IT Switzerland AG is in default with the remedy of defects, the Customer may set a reasonable deadline for the remedy of defects with the threat of refusing to remedy the defects after useless expiry of the deadline. If the deadline expires without the defects being remedied and the remedy of the defects finally fails, the customer may, under the legal conditions, request a reduction of the remuneration or rescission of the contract or within the framework of No. 35 (Liability) of the GTC.

6.4 If the subsequent performance finally fails, the customer can withdraw from the contract or reduce the remuneration. The prerequisite is the fruitless expiry of a written deadline of reasonable length. The setting of the deadline must be accompanied by the threat of refusal to grant supplementary performance in the event of fruitless expiry.

6.5 Compensation for damage incurred by the customer due to a lack of warranty shall be provided by Würth IT Switzerland AG within the scope of the provisions set out in No. 35 (Liability) of the T&Cs.

6.6 The notice period for warranty defects pursuant to paragraphs 1 to 4 is one year and begins with the delivery of the

software. This shall also apply to claims arising from withdrawal and reduction pursuant to paragraph 4.

7 Customizing

7.1 Object

7.1.1 Customizing is the customer-specific parameterization of software or the development of customer-specific extensions to existing software that Würth IT Switzerland AG develops on behalf of a customer.

7.1.2 Würth IT Switzerland AG grants the customer the same right of use to the customer-specific extensions created by it as to the transferred software to which they belong.

7.1.3 The customer may also use customer-specific software extensions to the extent specified in No. 20.

7.1.4 Customer-specific software extensions are delivered in source code, but without system technical documentation, unless this has been expressly declared to be the delivery item. After delivery, the customer is responsible for the source code, in particular for its backup.

7.1.5 User documentation will only be delivered if expressly agreed. In the case of the delivery of user documentation, the following applies: If customer-specific enhancements have an impact

on the user documentation, these will be presented and charged separately.

7.2 Warranty for Customizing

7.2.1 Würth IT Switzerland AG guarantees that the commissioned customizing has the agreed quality and is not affected by defects that would reduce the suitability of the software concerned. The warranty period is 1 year and begins with acceptance in accordance with No. 7 GTC.

7.2.2 If Würth IT Switzerland AG is in default with the remedy of defects, the Customer may set a reasonable deadline for the remedy of defects with the threat of refusing to remedy the defects after useless expiry of the deadline. If the deadline expires without the defects being remedied and the remedy of the defects finally fails, the customer may, under the legal conditions, request a reduction of the remuneration or rescission of the contract or - within the framework of No. 32 GTC - Claim damages.

7.2.3 If Würth IT Switzerland AG discovers that a defect does not exist or that the defect is not attributable to Würth IT Switzerland AG, the customer is obliged to bear the costs incurred by Würth IT Switzerland AG.