

## **General Terms and Conditions of Bechtle Suisse SA Offices in Western Switzerland January 2020**

### **1 General**

#### **1.1 Subject matter and applicability**

Bechtle Suisse SA Offices in Western Switzerland in Carouge and Morges (hereafter "Bechtle") offers its clients a comprehensive range of information technology products and services. Clients are given specific offers or individual contracts agreed between the client and Bechtle, in which these services and considerations are stipulated. These documents govern, in particular, the nature, scope, duration and cost of the services that Bechtle will supply. Once the client accepts Bechtle's services, these general conditions (hereafter "GCs") are considered an integral part of the individual contract. Any of the client's own general terms of sale or other conditions will apply only if expressly agreed in writing by Bechtle and if they do not contradict these GCs.

The first paragraph and subheadings of these GCs outline the general provisions applicable to any services supplied by Bechtle. The following paragraphs (2 to 4 and their subheadings) contain the provisions applicable to specific contractual services.

These T&Cs will enter into effect on 1 July 2017 and replace all previous versions. Bechtle reserves the right to modify these GCs and the other conditions at any time. Clients are informed of such modifications in writing. The modifications are considered to have been accepted if the client does not express any disagreement with them within 20 days of being notified of the changes. In the case of long-term obligations, Bechtle reserves the right to cancel the contractual relationship, before it is due to expire, when the modified GCs enter into force.

#### **1.2 Bechtle performance**

Bechtle supplies its services in accordance with the conditions agreed in these provisions and any individual contracts. It fulfils its contractual obligations professionally and with care.

Bechtle is authorised to outsource its services to third parties.

#### **1.3 Client obligations**

The client commits to supplying Bechtle with any necessary information at no cost. It commits to implementing the operational, staffing, organisational, technical and other conditions

necessary for Bechtle to provide its services within the client's workplace. It further commits to maintaining these conditions in order that Bechtle may provide its services (e.g. authorised access for Bechtle's employees). It is the client's responsibility to choose, configure, allocate and use products, as well as to decide whether they are appropriate for their intended aim.

The client alone is responsible for taking the necessary safety measures for protecting any saved data in the event that the product is destroyed. Any delays or additional expenditure incurred by Bechtle following the late or imperfect execution of the preparation or cooperation obligations will be borne entirely by the client.

#### **1.4 Prices, price changes and payment terms**

The prices indicated in the offer are based on the information known when it was drawn up and only cover the services mentioned in the offer. Unless otherwise indicated, prices are expressed in Swiss francs and are net of VAT, which is applied based on Bechtle's Swiss domicile.

Swiss VAT is invoiced at the rates valid when the invoice is issued.

Bechtle's invoices are due in full within 30 days of the invoice being issued. Any unauthorised deductions will be invoiced again as administration fees.

In the case of late payments, Bechtle is authorised to apply interest of 5% per year on arrears for processing and administration fees, from the date of the first reminder.

The client is not authorised to offset any counter-claims against Bechtle's accounts receivable.

#### **1.5 Liability**

Bechtle only covers direct damages if it is proven that these damages were caused intentionally or through gross misconduct on its part. In all cases, liability for damages caused by ordinary negligence is limited to the total remuneration for the service concerned, up to a maximum of CHF 100,000. If a contract is divided into partial contracts or projects, Bechtle's remuneration for the partial contract or project in question is considered to be the maximum liability amount.

Any additional liability on the part of Bechtle for damages of any nature whatsoever is excluded. In particular, Bechtle does not accept any liability for data loss, costs linked to data recovery, production shutdowns, loss of use, foregone savings, loss of control, shortfalls and any other direct or consequential damages.

Bechtle also assumes no liability

a) if the client does not meet the preparation or cooperation obligations required for Bechtle to fulfil

the contract, or fails to do so correctly or on time, or if the client does not implement and maintain the general conditions for Bechtle to provide performance;

b) when constraints arise that are outside the direct control of Bechtle, such as significant operational disruptions, incorrect or late deliveries (e.g. hardware and software products), or measures imposed by the authorities;

c) if deliveries are delayed through no fault of Bechtle.

### **1.6 Confidentiality**

The parties mutually agree to maintaining the confidentiality of all facts, concepts, procedures, documents, data and information (hereafter "confidential information") brought to their attention when preparing and executing the individual contract regarding the co-contracting party's commercial area and for which one of the parties has a particular interest in maintaining confidentiality. The parties will handle the co-contracting party's confidential information with the same care and discretion that they would their own confidential information.

The parties will ensure that such confidential information is not used by themselves, their agents or sub-contracted third parties for reasons other than its intended purpose or in another unauthorised manner, or provided to third parties, in any way whatsoever, with a view to using it improperly. The client will handle data relating to Bechtle's employees confidentially and in accordance with the provisions of data protection law.

These confidentiality obligations continue to apply after the end of the contractual relationship between Bechtle and the client, insofar as there is a legitimate interest.

### **1.7 Change management**

Throughout the duration of the individual contract, both parties may, at any time, propose changes to the agreed services in writing. In the case of a change request made by the client, Bechtle must inform the client within a reasonable time frame whether or not the desired change is feasible and what implications it will have for the individual contract, particularly as regards pricing, quality and lead times. If an in-depth investigation is required, any fees and expenses incurred by Bechtle will be borne by the client.

A change to the agreed services is only considered binding when both parties have signed an additional corresponding agreement.

### **1.8 Termination**

Unless otherwise agreed and where the existing agreement governs a contractual relationship for an General Terms and Conditions of Bechtle Suisse SA Offices in Western Switzerland

indefinite period, either party can terminate the individual contract at any time by giving three months' notice prior to the end of a month.

### **1.9 Solicitation of employees**

The parties agree that neither they nor third parties will dismiss the other party's employees who are directly involved in supplying the services, nor will they indirectly dismiss these employees via a third party. Likewise, they will not dismiss the other party's employees who are not involved in supplying the services.

Engaging or accepting the services of the other party's employees in any form whatsoever for the duration of the contract and for one year after its fulfilment requires the mutual written agreement of both parties.

In the case of breaches, the offending party commits to immediately paying a contractual penalty equivalent to the gross annual salary of the dismissed employee, of at least 50,000 CHF. Any claims for additional damages, to which the contractual penalty may also apply, as well as the right to damages, are reserved. For staff delegation, the provisions of paragraph 4.10 apply.

### **1.10 Data protection**

The client authorises Bechtle to make use of data specific to the products, such as the retail price and volumes, as well as the client's names and addresses, and to communicate them to its manufacturers/suppliers who, on occasion, may be based abroad, as part of periodic reports.

Furthermore, the client agrees for Bechtle to use the client's personal data in order to examine its solvency, and for Bechtle to send this information to its designated credit institution or to process it in order to calculate credit and market risks. The client also authorises Bechtle to process and evaluate this data in order to offer other products and services, including from third parties, in which the client may be interested. This data may also be used to send information to the client's postal or email address. Bechtle is also authorised to forward the aforementioned client data to other companies in the Bechtle group.

### **1.11 Transfer**

The rights and/or obligations arising from the individual contract may only be transferred by one of the parties with the written agreement of the other party.

Bechtle reserves the right to transfer or sell the accounts receivable for the client (e.g. factoring) to third parties in Switzerland or abroad.

### **1.12 Written form**

All supplementary agreements, amendments,

additions and statements with legal effect are required to be in written form to be considered valid.

### **1.13 Severability clause**

If certain provisions prove to have no legal force, be null or become null, the validity and effectiveness of the other provisions will remain intact. In such a case, the invalid clause must be interpreted or completed so as to best achieve the intended aim.

### **1.14 Applicable law and place of jurisdiction**

Individual contracts and the general conditions are subject exclusively to Swiss law.

Any disputes arising directly or indirectly from the contractual relationship fall within the jurisdiction of the courts where Bechtle is domiciled. Bechtle is nevertheless entitled to take legal action against the client in the courts where the client is domiciled.

## **2 Product sale and delivery**

### **2.1 Subject matter and applicability**

"Products" refers to the machines, devices, parts and accessories offered and sold by Bechtle, in particular information technology hardware and its components, capacity expansions and additional installations, as well as software.

Bechtle supplies the client with the products specified in the offer, the order confirmation or the individual contract. The type and quantity of products to be supplied is described in the corresponding individual contract.

Unless otherwise agreed in writing, each order is considered to be a separate sales contract. Subsequent changes made to an order must be approved by Bechtle. In the case of subsequent changes made to an order by the client, Bechtle is authorised to charge administration fees.

### **2.2 Product delivery**

The order confirmation is in principal definitive as regards the scope and execution of the delivery. In the absence of an order confirmation, Bechtle's offer or an order placed by a client in another form will be definitive. Delivery is subject to the availability of products from the supplier or manufacturer.

Unless otherwise expressly confirmed in writing, the delivery times indicated by Bechtle are an indication only. Bechtle will provide its best estimate for these delivery times, but they cannot be guaranteed. This applies in particular, but not exclusively, in the case of delivery delays resulting from a supply problem with Bechtle's supplier. Bechtle accepts no liability in the case of delays, but will endeavour to find appropriate replacements.

The consequences of delays caused by the client,

in particular additional costs incurred by Bechtle, will be borne by the client.

Bechtle may make changes to the order confirmation so long as the products fulfil the same function. Any other change or the cancellation of the order requires the mutual written agreement of both parties. Any costs incurred will be borne by the client. Order options with a time limit must be made within the agreed time frame. Failing this, Bechtle will perform a partial delivery and invoice for the goods. Bechtle reserves the right to modify its prices in the case of a postponed delivery resulting from a client modifying an order.

Bechtle's information regarding the weight of the goods, as well as the volume and weight of the packaging, is approximate and non binding. Partial deliveries and deliveries of small quantities above or below this are allowed.

Returns are only permitted with the written agreement of Bechtle. Returns that are not part of Bechtle's standard range, as well as software returns, are not permitted.

### **2.3 Product verification and acceptance**

If the client requires Bechtle to verify its products, this must be agreed specifically and billed to the client.

Subject to other specific agreements, the date indicated on the delivery note is considered to be the acceptance and execution date.

The client is required to verify, at the latest within 7 days, that the product is delivered in its entirety and complies with the order, and to immediately inform Bechtle in writing of the details of any defects noted. Should it fail to do so, the delivery is deemed to have been accepted.

It is possible that the manufacturer may have made technical modifications to the products.

### **2.4 Prices and price changes**

Services not included in the sale price, in particular those such as shipping, insurance, installation, commissioning, training and user support, as well as additional costs for packaging and disposal, will be borne by the client.

Unless otherwise stipulated, accessories are not included in the price.

The price of the products invoiced for is fixed once the order is confirmed or is placed.

Bechtle expressly reserves the right to change its prices during subsequent modifications to its calculation bases that arise due to circumstances beyond its control, in particular when Bechtle's suppliers raise their prices.

Unless otherwise stipulated, Bechtle has the right to impose a surcharge for small quantities when the order does not reach the minimum required amount.

### **2.5 Notice to pay**

Should formal notice to pay be sent, Bechtle reserves the right to suspend any delivery until all debts are settled. The consequences of this suspended delivery will be borne entirely by the client.

If the client does not settle its debts within an additional time frame agreed by Bechtle, the latter has the right to permanently refuse any new delivery and to claim damages.

Bechtle also has the right to act in accordance with the general provisions of the Swiss Code of Obligations.

**Right of retention**

Any right of retention or possessory lien held by the client with respect to goods belonging to Bechtle is fully excluded.

## **2.6 Retention of title**

Bechtle remains the exclusive owner of the products delivered under the contract until it receives full payment from the client. The client is therefore not permitted to transfer ownership of or encumber the products until it has paid for them in full. The client authorises Bechtle to record any retention of title in the Swiss retention of title register.

## **2.7 Transfer of profits and risks**

The profits and risks are transferred to the client once the products arrive at their destination, regardless of who transports them and any costs arising from this.

## **2.8 Industrial property rights and software usage rights**

Bechtle licenses out its software products for use by third parties based on the provisions of the publisher or supplier's licensing contract.

The client is aware that, in the event that the provisions of use and the software licence are breached, the publisher / supplier has the right to withdraw the licence and request for the product to be returned.

The client will be liable to the software publisher or supplier in the event of non-compliance with the licence terms.

## **2.9 Warranty**

The warranty provided by Bechtle for the products is based first and foremost on the manufacturer or supplier's warranty conditions. Within the permissible limits, the client waives the right to make legal claims against Bechtle regarding its warranty.

Subject to the manufacturer or supplier's warranty conditions, the warranty is limited in all cases to the repair or replacement - to be chosen exclusively by Bechtle - of faulty products and is only valid for

products in Switzerland or the Principality of Liechtenstein.

The warranty does not apply when defects are caused by:

- a) Inadequate maintenance provided by staff other than Bechtle employees; or
- b) Non-observance of the operating or installation instructions; or
- c) Use of the products for purposes other than those intended; or
- d) Use of unauthorised parts or accessories; or
- e) Natural wear; or
- f) Improper transport, handling or treatment; or
- g) Changes or repair attempts not performed by Bechtle; or external influences, in particular cases of force majeure (e.g. power or air-conditioning failures, damage caused by bad weather) and other reasons for which neither Bechtle nor the manufacturer are responsible.

## **2.10 Patents and copyright**

If a third party makes a claim against the client or asserts its rights due to patent, copyright or other intellectual property right infringements relating to the products or their use, the client must immediately inform Bechtle in writing of these infringement notifications or claims. Bechtle will immediately forward these notifications to the supplier or manufacturer and ask them to resolve the situation. The client waives the right to make any legal claims against Bechtle regarding its rights and responsibilities.

## **2.11 Re-export**

The products marketed by Bechtle are subject to Swiss and American export regulations. Before re-exporting the products, the client commits to requesting special authorisation from SECO (the Swiss State Secretariat for Economic Affairs). This commitment must also be transferred to the client's purchaser in the case that the product is resold.

## **2.12 Disposal**

Bechtle is prepared to take back products once they are no longer in use and to recycle and dispose of them in an environmentally-friendly manner in accordance with SWICO standards.

It is the client's responsibility to wipe any data and programmes saved on devices.

# **3 Services**

## **3.1 Subject matter**

The provisions relating to the services govern the supply of consultancy, project management, hardware and software configuration and installation, maintenance and support, training, and other similar services ordered by the client.

Bechtle performance

Bechtle fulfils its contractual obligations through professional, careful work as defined in offers, individual contracts or written agreements. In terms of maintenance and support, as well as systems development and integration, the particular provisions of paragraph 3.2.1 below apply.

Bechtle is free to choose which employee provides its services, but will endeavour to consider the client's specific wishes.

### **3.1.1 Maintenance and support services**

Bechtle provides maintenance and support services (including warranty services) that include diagnosing and repairing faults with the client's hardware and/or software products. Repairs are carried out either on site at the client's premises or at Bechtle's repair centres. All repairs are performed in accordance with the manufacturer's standards.

The individual contract defines the extent and conditions (response time, spare parts, replacement units, hourly charge, etc.) of the maintenance and support services supplied by Bechtle.

The list of hardware and software components installed at the client's premises (inventory) and covered by the maintenance and support contract is an integral part of the individual contract. The inventory may be changed at any time subject to written notice. The client will immediately and without prior request inform Bechtle of any changes to the location, as well as any major changes to the configuration, of hardware and software. Changes made to the inventory require the individual contract to be reviewed and, where necessary, adapted.

The client will inform Bechtle in writing of any information necessary for it to perform its maintenance and support services, such as the type of device, serial number, purchase date (in order to determine the warranty conditions), manufacturer's applicable warranty conditions, description of the fault, location of the device, contact person and their telephone number, invoicing address, desired response time, etc.

### **3.1.2 Systems development and integration services**

In the case of systems development and integration services, the subject matter of the contract is the information technology system described in the individual contract ("project contract") and completed by the detailed specifications drawn up by Bechtle at the client's premises after the contract has been signed, upon payment. Bechtle designs and integrates

the system at the client's premises according to the provisions of the individual contract and, where necessary or if an agreement is made on this subject, provides the client's employees with training on how to use the information technology system in accordance with the instructions for use. "Information technology system" refers to a defined quantity of hardware and software components assembled to form an overall system that is designed to perform a specific function. The "detailed specifications" define the scope of the services and the functionalities of the information technology system that is to be set up. The "software components" are either standard pieces of software found on the market (e.g. operating systems, applications, etc.), or software components developed by Bechtle.

### **3.2 Bechtle working hours**

In general, Bechtle provides its services on working days, from Monday to Friday, 8:00 am to 12:00 pm and 1:30 pm to 6:00 pm. Services provided outside of these times, as well as on weekends and national and local public holidays in the location where the client operates, must be authorised by Bechtle and incur a surcharge.

When supplying its services, travel time from the nearest Bechtle branch office is, unless otherwise agreed, considered as working time and will be invoiced.

Faults and support requests are recorded by the relevant Bechtle branch office on working days, from Monday to Friday from 8:00 am to 12:00 pm and from 1:30 pm to 6:00 pm. Outside of these times, as well as on weekends and national and local public holidays in the location where the client operates, faults are registered via a call centre as described in the individual contract.

### **3.3 Deadlines**

Only lead times confirmed in writing apply. Such lead times are extended in the event of obstacles beyond Bechtle's control. Bechtle only assumes responsibility for delays when they are caused by the company itself as a result of proven gross negligence on its part.

Unforeseeable events and cases of force majeure release Bechtle from its obligation to fulfil the contract for the duration of the interruption and its repercussions.

Unless otherwise agreed, Bechtle reserves the right to invoice the client for additional fees and charges incurred when a project is postponed and/or interrupted. This excludes postponements to projects caused solely by Bechtle.

### **3.4 Prices, price changes and payment terms**

For single services or those supplied during a given

period of less than six months, the prices mentioned in the individual contract are generally fixed. For services supplied during a period of more than six months or on an indeterminate basis, Bechtle is authorised to change its prices at any time, subject to three months' notice. In the event of price increases, the client is entitled to notify Bechtle, within 20 days following this communication, of its intention to cancel the contract on the date on which the price change is planned to enter into force.

Unless otherwise agreed, the services Bechtle provides are invoiced periodically (generally on a monthly basis) by time and expense. If a flat-rate fee is agreed, this will cover Bechtle's expenses for the services offered and/or agreed in writing; unless otherwise agreed, the flat-rate fee is due after the contract has been signed.

Expenses incurred when fulfilling the contract, in particular travel and accommodation expenses, will be borne by the client and are invoiced at the actual cost based on receipts and, for journeys made by the employee in their private car, by the distance covered.

### **3.5 Acceptance and notification of defects**

#### **3.5.1 General**

In principle, the services are deemed to have been supplied and delivered when the results of the work are transferred to the client. The client is required to accept delivery of all of Bechtle's services immediately after they are supplied and to check whether there are any faults. The client must inform Bechtle in writing as soon as it discovers any faults.

#### **3.5.2 Acceptance of systems development and integration services**

Should Bechtle supply systems development and integration services, the acceptance procedure is defined jointly by the client and Bechtle before the services are supplied.

Bechtle will issue specific proposals regarding the way in which to proceed. The acceptance procedure establishes proof of the information technology system's capacity to function according to the detailed specifications.

Acceptance itself is the responsibility of the client. Bechtle is required to participate in its execution.

Acceptance must take place within 14 days after Bechtle notifies the client in writing of delivery of the service.

If major faults are noted upon receipt of the service, the client is entitled exclusively to have the faults repaired or replaced within the limits of the replacement right stipulated in the warranty.

For each service, a written acceptance report

signed by both parties is drawn up. This report records any minor defects that need to be addressed as well as major faults that require the acceptance procedure to be repeated in whole or in part.

If the client fails to perform an acceptance test and sign an acceptance report for reasons that are not attributable to Bechtle, the service is deemed to have been accepted at the end of a 20-day period after the service has been supplied. The commissioning of services, partial services or the information technology system as such is included in the acceptance of the commissioned part without an additional acceptance report being necessary. If the acceptance procedure is not completed, the provisions of the warranty under which it is not possible to repair the defects will apply by analogy.

### **3.6 Warranty**

Bechtle guarantees that the services it provides with a view to achieving a specific result correspond with the specifications agreed in the individual contracts, and that they do not present any faults that would prevent them from fulfilling the use stipulated in the contract or that would make them considerably less useful. Nevertheless, Bechtle cannot guarantee that the information technology system will work without interruptions or faults. In particular, Bechtle cannot guarantee uninterrupted use of the software without faults in every configuration chosen by the client. The warranty lasts for 6 months from the day after acceptance.

Within one month following notification of any faults, Bechtle is required to resolve major faults that could reoccur free of charge by taking the measures that it deems adequate. If Bechtle does not manage to resolve the fault within this time frame, the client is entitled to ask Bechtle to offer a fair discount on the price agreed in the individual contract, or to cancel the relevant contract in the case of a major defect that prevents the client from using the result of the services provided in its entirety. In the event that the contract is cancelled, the client is only entitled to proportional compensation for payments already made under the individual contract.

Any warranty claim beyond the right for the faults to be repaired or the right to cancel the contract is completely and expressly forbidden. In particular, the client is solely responsible for the choice and use of the products and services supplied by Bechtle, as well as the results that it achieves or does not achieve by using these provisions.

Bechtle is, in particular, released from any warranty obligation when faults alluded to by the client do not exclusively and demonstrably fall under the responsibility of Bechtle, or when they are caused by third parties, such as incorrect use or interventions carried out by the client or third

parties, changes made to the conditions in which the products are implemented and used, particularly regarding hardware and software, or even fortuitous causes or force majeure. If the warranty conditions are not all met, Bechtle is entitled to invoice the client for its services.

### **3.7 Warranty of good title**

Bechtle guarantees that it holds all the necessary rights for supplying its services in accordance with the contract.

If, based on an alleged prevailing law, a third party attempts to prevent the client from using the services supplied by Bechtle under the contract, the client will notify Bechtle of this in writing within 10 days. Provided that the client informs Bechtle of the third party's claims as soon as possible and that it reasonably supports Bechtle at all times, Bechtle will defend the client against such third-party claims at its own expense. If necessary, Bechtle will modify its services so that they respond to all of the essential requirements of the individual contract without harming the rights of third parties. If the service does not need to be changed, and the third-party claims are justified, the client is required to immediately cease using the contentious service.

Bechtle is not required to defend the client when an accusation is based on the fact that the service supplied by Bechtle has been modified by the client or a third party not employed by Bechtle, or when it has been used other than in the intended way.

**3.8 Right to work results** Bechtle bestows the client, as part of its operations and in accordance with the contract, with the non-exclusive right to use the services provided by Bechtle and the results of the work produced for the client. The client does not have the right to transfer the rights of the work performed by Bechtle or any further developments made by the client themselves to third parties for commercial reasons or to transfer usage rights to third parties.

As regards services to be supplied only on or for a limited time period in accordance with the individual contract concerned, the usage right bestowed on the client is limited to the duration of said individual contract.

All rights over any inventions, as well as all copyrights and other intellectual property rights over products, processes, methods, ideas, knowledge, concepts, documentation, etc. that Bechtle uses, develops, improves or employs in any other way while carrying out its services for the client are exclusively owned by Bechtle and may be used freely by Bechtle for itself and for other

clients.

## **4 Hiring of services**

### **4.1 Subject matter and applicability**

These general conditions govern the delegation of Bechtle employees to the client. They form an integral part of any individual service contract and automatically apply during any work, regardless of whether the individual contract refers to these general conditions. The individual contract defines the conditions (hourly rate, working day, working hours, place of work, required profile, fees, etc.) governing the Bechtle employee's work at the client's premises.

The Bechtle employee is not contractually linked to the client. Bechtle is responsible for implementing the provisions governing the corresponding working relationship as well as the Bechtle employee's social security payments and, in particular, ensures that these payments are made.

### **4.2 Assignments performed by Bechtle employees**

Bechtle employees are carefully selected by Bechtle based on the requirements put forth by the client and agreed to by Bechtle.

At the very start of the work, the client must check whether the Bechtle employee meets its needs and whether they are performing their tasks appropriately and in accordance with the contract. During the one-month trial period, the contract cancellation notice period is one week. If the requirements are not fulfilled, Bechtle will endeavour, as far as possible, to provide the client with another employee who meets the required profile. The client will directly and immediately inform Bechtle of any problems it encounters with Bechtle's employee.

The employee provided by Bechtle is under the client's supervision and is required to respect the latter's instructions while performing their work. The client will take the necessary measures for ensuring the protection of the Bechtle employee and will ensure that they are covered by the client's civil liability insurance.

### **4.3 Working day and hours**

The normal working day is eight hours long. Unless otherwise agreed, work is performed between 8:00 am and 6:00 pm on working days (that is, excluding Saturdays, Sundays and local public holidays). The client ensures that the Bechtle employee can perform their work during the hours indicated and that the client is able to pay at the appropriate time for any additional hours.

It is the client's responsibility to comply with labour laws.

Any changes to the place of work, working hours or any other essential element must be submitted to

Bechtle in writing for its prior approval. Bechtle is in no way bound by direct agreements between the client and the Bechtle employee.

#### **4.4 Absences**

For assignments lasting longer than three months, the Bechtle employee is entitled to take holiday as follows:

- 7 days within a period of 3 months
- 13 days within a period of 6 months
- 19 days within a period of 9 months
- 25 days within a period of one year

The client is notified in writing with a least one month's notice when a Bechtle employee plans to be absent for longer than two days. At the client's request, Bechtle will attempt to replace the employee where possible.

As far as possible, the client will spare the Bechtle employee so that they can participate in internal Bechtle meetings. These generally take place within working hours at the relevant Bechtle branch office.

If, in the event of illness or an accident, or for other serious reasons, the Bechtle employee needs to interrupt or temporarily suspend their work at the client's premises, Bechtle will endeavour to find a replacement with the corresponding profile as soon as possible.

Absences for professional development are agreed and arranged on a case-by-case basis with the client.

#### **4.5 Delegates and replacement**

Bechtle cannot guarantee that the client will be provided with the same employee throughout the agreed duration of the works.

Bechtle is entitled to ask a temporary replacement to stand in at any time. The cost of bringing this employee up to date will be borne by Bechtle, up to a maximum of two additional working days.

If the duration of the works is longer than three months, Bechtle is entitled to swap the employee at any time for an employee with equivalent qualifications.

The cost of bringing this employee up to date will be borne by Bechtle, up to a maximum of two additional working days.

#### **4.6 Prices and payment terms**

The rates applied for work are stipulated in the service contract. They may be changed by Bechtle at the end of a month, subject to at least three months' notice. The client is responsible for making full-time use of the Bechtle employee.

If work is performed outside the hours described in point 4.3, Bechtle will invoice for a legally-agreed surcharge for these additional hours.

In order for work invoiced with a surcharge to be performed, the client must obtain the prior

agreement of the Bechtle employee.

#### **4.7 Expenses**

Travel expenses incurred by the Bechtle employee when travelling to and from the nearest Bechtle office to the client's premises, as well as meal expenses, are borne by Bechtle.

Other costs, such as travel expenses incurred for journeys during working hours, plane tickets and accommodation expenses, will be borne by the client. They are invoiced at the actual cost based on receipts and, for journeys made by the employee in their private car, by the distance covered.

#### **4.8 Work progress report and invoicing**

At least once per month, the Bechtle employee will submit their progress report to the client for approval. Aside from the hours worked, the report will also mention any costs incurred by the Bechtle employee. Based on this report, Bechtle will invoice the client for the work that has been carried out.

#### **4.9 Client obligations**

The client undertakes to:

- a) Define the Bechtle employee's designated contacts (supervisors, persons with managerial authority, including deputies and other contacts) and to inform Bechtle of their name before the start of the contract, as well as bring the Bechtle employee up to date and furnish them with the documentation, information and instructions needed to perform their work;
- b) Provide the Bechtle employee with an appropriate workspace that is equipped with the required infrastructure. If Bechtle needs to provide the employee with special technical equipment, the parties will agree this expressly in the individual contract;
- c) Inform the Bechtle employee of the company's rules and regulations, as well as specific practices, and submit to Bechtle the evidence required for invoicing the services provided within the agreed time frame.

The client duly notes that Bechtle has obtained authorisation from the OCIAMT / the local Canton's labour office to delegate staff.

#### **4.10 Solicitation of employees**

The temporary employee provided has the right to resume their work within the hiring company once the service contract reaches its end. The hiring company may only pay compensation if the services provided lasted less than three months and were performed at least three months ago.

#### **4.11 Confidentiality**

Throughout their work at the client's premises, the Bechtle employee is required not to divulge any

confidential information or documents regarding the client's affairs to third parties, unless the client has expressly given permission or asked them to do so. The Bechtle employee is also required to keep secret any confidential information and documents that they are given by the client's commercial partners while performing their work. Information and documents named as being confidential and not divulged in any other form are considered to be confidential. The confidentiality obligation and duty to maintain secrecy continue even after the end of the work, insofar as it remains in the client's legitimate interest.

#### **4.12 Right to work results**

The results of the work performed by Bechtle employees are transferred to the client, who has unlimited usage rights in their sector. Unless otherwise agreed, any intellectual property rights, such as copyright and/or patents protecting the results of the work performed by the Bechtle employees under the contract, remain the property of Bechtle. The client has unlimited usage rights over the results of the work. In the event that existing immaterial rights and intellectual property rights belonging to Bechtle are used, they are considered not to have been transferred and require a separate licence.

the contract is signed. Where software is leased, the leasing provider and the client are responsible for ensuring that the leasing provider has the required leasing rights.

Supplements to the General Terms and Conditions of Bechtle Suisse SA Offices in Western Switzerland

#### **1.1 Insurance**

Systems, software and documents must be insured by the party on whose premises they are located. If a party chooses to entrust the safekeeping of these items to a third party instead of keeping them on their own premises (or on premises rented by them), they are still responsible for insuring the items.

If devices belonging to a party are located on the premises of the other party, the former may request a copy of the insurance policy from the latter, and the former will be granted, upon request, the right to liaise directly with the insurance company of the latter. In addition, both parties undertake to leave property notices on the devices and to inform any third parties of such property.

#### **2.1 Software leasing**

If standard third-party software is delivered, the third-party publisher's terms of use apply. The licensing agreement is concluded directly between the publisher and client, with Bechtle acting solely as an intermediary. These terms of use will be made available to the client upon request before