

GTC

General Terms and Conditions of Petatec GmbH for the provision of consulting, certification and other services (GTC)

1. scope of application, supplementary contractual conditions

1.1

The GTC of Petatec GmbH (hereinafter referred to as Petatec) apply to all contractual relationships with clients (hereinafter referred to as Customers) and are deemed to be an integral part of the contract, unless otherwise agreed in writing. The GTC apply without express agreement and also for future contractual relationships.

1.2

These GTC apply exclusively. Deviating, supplementary or conflicting terms and conditions of a customer shall only become part of the contract if and to the extent that Petatec has expressly agreed to their validity in writing. This requirement of consent applies without exception, even if Petatec performs a service to a customer without reservation in the knowledge of the customer's GTC. Verbal agreements have not been made.

1.3 The

place of performance for all services shall be the business premises of Petatec or a branch office at the respective current address, unless otherwise agreed in writing. The place of jurisdiction is Zürich.

1.4

Only managing directors and authorized signatories of Petatec are entitled to agree terms of service of any kind that deviate from these GTC. This also requires the written form.

2. services, dates

2.1 Petatec provides various consulting, certification and other services in the IT sector on the basis of a separate order from the Customer.

2.2

The services, objectives and deadlines to be provided by Petatec

in individual cases are specified in the form of a written order from the customer and are only considered accepted by written order confirmation from Petatec. Insofar as binding deadlines have been agreed, Petatec will not be in default without a written reminder from the Client.

2.3 Petatec

's deadlines and performance commitments are subject to the timely provision of necessary hardware, software, components, etc. by the customer. In the event of delay by the Customer, the execution period of Petatec is extended by the time of the delay, without prejudice to its rights.

2.4

The performance of the agreed services or partial services will be communicated to the customer by Petatec in the form of reports at agreed intervals, otherwise weekly by e-mail. These reports contain at least the following information: Customer, order number, start of service, type of service, hardware, software or components provided, event report (e.g. normal test run, successful completion of a test, malfunction, termination, pause for troubleshooting, etc.), recommendation of a measure if necessary (initiation by Petatec or

the Customer), date for resubmission of the report, proposed solution for troubleshooting if necessary, file attachments (test reports, error reports, screenshots, etc.).

2.5

A customer order shall be deemed to have been fulfilled when the agreed objectives have been achieved or the impossibility of achieving the objectives has been established and documented and the work has been handed over to the customer. Further services are not part of the contract unless otherwise agreed in writing. The form of the handover is agreed in individual cases, otherwise the handover takes place in writing and/or in the form of a data carrier (log files, documentation, etc.) by delivery to the customer. Petatec reserves the right to charge for partial services.

2.6

If new targets are defined during the execution of the order (e.g. for WHQL by Microsoft, for CE, GS by the legislator, etc.), this shall not result in any new or further claims by the customer.

2.7

If a customer withdraws from the contract for reasons for which Petatec is not responsible, the customer must pay the expenses already incurred. In case of doubt, the amount of the expenses is 50% of the agreed order value.

3. offers, conclusion of contract

3.1

The offers of Petatec GmbH are subject to change and non-binding. This applies to offers of any kind, verbal, in writing, in the form of brochures, publications on the Internet, magazines, etc.

3.2

Every order placed by the Customer is considered a binding offer to enter into a contract, unless otherwise stated in the offer itself or in other agreements. Petatec is entitled to accept this offer within 14 days. Acceptance takes place exclusively in the form of a written order confirmation. Petatec reserves the right to accept the order.

3.3

The Customer must inform Petatec in writing of all special features to be taken into account in connection with the service to be provided. In particular also about the scope and form of the data to be processed as well as about obligations, regulations, specifications, etc.

3.4

All freight costs required in connection with the service (for shipping hardware, software, components, etc.) shall be borne by the customer. The customer shall be responsible for commissioning freight carriers and the associated risk (delay, damage, loss, etc.).

3.5

When placing the order, the customer must name the responsible employees of his company who are authorized to receive or provide information within the scope of the service to be provided.

4. liability

4.1 Petatec

is not liable for delays in the agreed performance due to force majeure or events for which Petatec is not responsible and which make performance significantly more difficult or

impossible, e.g. war, accident, traffic congestion, difficulties in obtaining the necessary materials, industrial action (strike), lockout, operational disruptions, official orders, etc.. In this case, Petatec reserves the right to postpone the performance date in accordance with the circumstances or to withdraw from the contract or parts of the contract.

4.2

The agreed services are provided to the best of our knowledge and belief with suitable equipment by qualified employees. Petatec is not liable for damage to hardware provided for this purpose, unless Petatec can be proven to have acted with gross negligence or intent. The burden of proof lies with the customer.

4.3 Petatec is not liable for consequential damages in connection with services rendered (e.g. due to delay, non-awarded contract or contract award in tenders, recourse claims by third parties, etc.).

4.4

The customer shall only be entitled to replacement performance, withdrawal from the contract or reimbursement if Petatec refuses subsequent performance or if two attempts at subsequent performance have failed.

5. data protection

5.1 Petatec undertakes to treat personal customer data confidentially in accordance with the BDSG. The employees of Petatec are obligated accordingly. Processing and disclosure to third parties shall only take place to the extent necessary for the performance of a commissioned service.

5.2

The right under the BDSG to information, correction, blocking, deletion or objection with regard to stored data can be asserted with Petatec regardless of where the data is stored.

6. remuneration, terms of payment

6.1

Unless otherwise agreed in writing, the price for the respective service or partial service is based on the price list of Petatec valid at the time of the order confirmation. All prices are subject to statutory value added tax.

6.2 Petatec is entitled to invoice a completed partial service after delivery to the Customer.

6.3

Invoices shall be paid without deduction within 14 days of receipt of the invoice, unless otherwise agreed in writing. The customer shall be in default upon expiry of the payment period. The annual default interest is 8% above the respective base interest rate in accordance with 247 BGB.

6.4

The customer is only entitled to offset if his counterclaims are based on the same contractual relationship and have been legally established or Petatec has recognized these counterclaims in writing.

6.5

If a customer does not fulfill his payment obligation, or if Petatec becomes aware of circumstances that call into question the creditworthiness of the customer, Petatec is entitled

to temporarily suspend further services from the same legal relationship and to make all outstanding claims due immediately. Any agreed dates and deadlines for the performance of services by Petatec are invalid in this case, without the need for separate notification to the defaulting customer. In this case, Petatec reserves the right to withdraw from the contract and, if necessary, to assert claims for damages.

(Status: 01.07.2024 subject to change)