

# General Terms and Conditions of NTS Workspace AG

Orders can be placed verbally or in writing, in person, by phone or via internet. The following general terms and conditions of NTS Workspace AG apply in any case.

**General:** NTS Workspace AG offers services in the areas of computers, networks, multimedia and internet for individuals and companies (hereinafter referred to as "Client"). The operations of NTS Workspace AG are fully subject to these conditions, unless they have been amended or extended by written agreements. NTS Workspace AG may engage or commission third parties to perform the service.

These General Terms and Conditions apply exclusively; general terms and conditions of the client are not accepted if they do not comply with these General Terms and Conditions.

**Installations:** The time required to install additional hardware or software is calculated on the premise that the standard installation runs without errors. In addition, the software installed on the system must be available for potential subsequent installations. Additional expenses due to incomplete or incorrect installation or a lack of software will be charged additionally.

The Client accepts an additional expense of 20% in comparison to the offered price with no previous verbal or written notification by NTS Workspace AG. In case of any further additional expenses, NTS Workspace AG will notify the Client and the work that has not yet been carried out will only be completed with the Client's consent.

**Data and system backup:** The Client is fully responsible for data and system backup. He is obligated to perform the necessary backup before NTS Workspace AG alters hardware or software. NTS Workspace AG can at no time be held accountable for any loss of data or damage caused by the total or partial failure of one or more systems. Furthermore, no loss in profit can be claimed.

**Warranty:** For new hardware or software, a maximum of the warranty guaranteed by the manufacturer of the corresponding products can be claimed. Faulty or defective hardware or software will be repaired, exchanged or replaced against compensation of the expenses. Further claims of the Client for warranty, damages or withdrawal from the contract are excluded.

**Non-disclosure:** The Client acknowledges that the allocation of fixed IP addresses at RIPE is stored in a database accessible to the public and explicitly accepts that NTS Workspace AG records and evaluates relevant data for the use of the service in the form of log files, statistics and other suitable technical means for the provision of its services.

**Offerings:** The offers by NTS Workspace AG are for a limited period, either according to the legal regulations or

according to the specifications in the offers. Unless otherwise stated, an offer is valid for 30 days. NTS Workspace AG retains the property rights and copyrights to all documents belonging to an offer. At the request of NTS Workspace AG, documents are to be returned if the corresponding order is not placed. An offer shall in any case be treated as confidential and may not be passed on to third parties without the consent of NTS Workspace AG.

**Annulments:** If an order is cancelled by the Client, NTS Workspace AG reserves the right to claim lost profit. Costs that have already been accumulated and price increases as a result of a reduction in the order shall be reimbursed by the customer in any case.

**Price:** The prices are in CHF net excl. VAT, not including transport, packaging and shipping costs, unless otherwise agreed. NTS Workspace AG reserves the right to alter prices due to market conditions or as a result of specific cost increases (e.g. wage and material costs or exchange rates).

**Payment:** The entire outstanding balance must be paid by the Client within 30 days of the billing date. If payment is not carried out as agreed, the Client shall be in default without a formal notice. If payment is not settled after the first overdue notice (after expiry of the reminder period), NTS Workspace AG reserves the right to restrict or terminate the service. This does not entitle the Client to any further claims.

**Termination:** Unless otherwise agreed, a contract can be terminated in written form at the end of each quarter with three months' notice.

**Severability Clause:** Should any of the stipulations of these General Terms and Conditions be or become invalid, the remaining stipulations remain unaffected; the invalid stipulations shall be replaced by valid stipulations which correspond as closely as possible to the original economic purpose of the invalid stipulation. The same applies to possible legal gaps.

**Governing law and place of jurisdiction:** The orders agreed with NTS Workspace AG are subject to Swiss law. The place of jurisdiction for any disputes arising from this contract is the registered office of NTS Workspace AG. Mandatory places of jurisdiction remain reserved.

**Validity:** These Terms and Conditions are generally binding as of 1. May 2018 and replace all previous versions of these Terms and Conditions. NTS Workspace AG reserves the right to change these GTC at any time. The prevailing binding version of the GTC can be accessed on and printed from the publisher's website.