

General Terms and Conditions (valid from 01.01.2015)

of eftpos Engineering GmbH, Baar

Article 1 Scope

This general terms and conditions (following «GTC») apply to all services and products (following „services“) of the eftpos Engineering GmbH (following «eftpos»). Every legal entity or physical person, who has concluded a contract with eftpos, is described as a customer.

Article 2 Terms of payment

The customer is obliged to pay the compensations owed eftpos within 30 days after order confirmation. If the customer doesn't comply with his payment duty within the period of payment so he turns out with expiry without an additional reminder for this period in delay and has to pay a default interest of 5%. eftpos is authorized to bill for CHF 20.- per reminder. Further charges are excepted. If the payment isn't made until the expiry of the period of payment, eftpos is legitimate to close or stop all services to the customer without additional communication.

Article 3 Secrecy duty of the parties

The parties obligate themselves to absolute secrecy concerning all information being subject to the bank or trade secret, which they get know in the context of their activity in accordance with the contract.

Article 4 Legal consequences at a negative test result

The in the "registration form" scheduled compensations are owed for the execution of the tests. At a negative test result the customer doesn't have any claim to certification but is still obliged to the payment of the compensations agreed on.

Article 5 Requirement of the customer to give notice of defects

The customer has to notify possible faults or defects of the tests carried out by eftpos by a registered letter within the reprimand period of 10 days after delivery of the test report. For faults or defects not reported within the reprimand period of 10 days, eftpos is exempt from liability.

Article 6 Maintenance of the test system

Because of maintenance there is no access to the test system on Friday.

Article 7 Exclusion of the guarantee for access to the test system

The customer uses the test system at his own risk and has no claim to compensation at failure of the test system. At a temporary failure of the test system the customer has a claim for extension of the access to the test system for the duration of the failure.

Article 8 Exclusions of liability in favor of the eftpos

The liability for contractual and non-contractual claims is excluded for all damages which result for the customer in connection with the contract relationship with eftpos as far as the damage wasn't caused roughly negligently or deliberately. This exclusion of liability also contains the business liability after article 55 OR (Swiss Code of Obligations) and the auxiliary person liability after article 101 OR (Swiss Code of Obligations). The liability for fortune and resultant damages is excluded as far as legally permitted. The liability for defects is the rescission excluded.

Article 9 Burden of proof

The customer carries the burden of proof for a fault of the eftpos.

Article 10 Renunciation of the customer of charging right

The customer abstains from his charging right regarding all demands against eftpos.

Article 11 Resignation of the contract

The customer can step down of the contract without cost result up to two weeks before the test beginning by certifications. By test system entrances is this possible a week from grant of the access to the test system, though the full compensation is owed. If a rescission of the contract results after the test beginning at certifications, respectively after grant of the access to the test system at the test system entrances, also the full compensation is owed. Another certification triggered by breakup or not reaching of the test result will be carried out for the respective compensation of the executed certification.

Article 12 Travel Time and Expenses

Travel time and expenses for travel will be charged separately. Travel time is considered as working time and will be charged with CHF 200.-. excl. VAT.

Article 13 Salvatoristic article

If some of mentioned regulations would be ineffective or incomplete or the fulfilment would be impossible, so the effectiveness of the other parts of this AGB wouldn't be affected.

Article 14 Applicable law

Substantive swiss right under exclusion of the Viennese purchase right is applicable to this contract. (Convention of the United Nations over treaties on the international goods purchase, signed in Vienna on April 11th, 1980.)

Article 15 Place of jurisdiction

An exclusive place of jurisdiction for all litigations from or in connection with this contract relationship is Zug.