General Terms and Conditions of SwissDIT Dienstleistungen für IT, IoT und UE

Contact details

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- hereinafter referred to as "SwissDIT -

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1. Object of the services

1.1 Subject to the following terms and conditions, SwissDIT shall provide the Client with services in the area of administrative services, technical sales assistance, customer support, e-commerce and website support, translations and localisations, special services for the IT, IoT and consumer electronics industry, data acquisition and data maintenance, internet / web / market research & analysis as well as services by arrangement. SwissDIT's services are aimed only at companies, not at consumers.
1.2 Regulations deviating from these General Terms and Conditions must be in writing. The assumption of a guarantee for certain properties (condition) also requires written confirmation by SwissDIT to be effective.
1.3 The client's general terms and conditions of business, even if they were referred to in the context of the conclusion of the contract, shall only become an integral part of the contract with the written consent of SwissDIT.
1.4 The scope of the service and its remuneration are defined in the respective service offer. Unless expressly agreed otherwise in the service offer, we do not assume any responsibility for the project and/or its success. This is the responsibility of the customer. However, we undertake to provide the service in accordance with the principles of proper professional practice.

2. Offers

2.1 Unless otherwise expressly agreed, offers are subject to change without notice. The customer shall be bound to an order placed for four weeks. An order shall only be deemed accepted if it is confirmed in writing, if we have sent an order confirmation via the Internet or if we have started delivery within this period.
2.2 We reserve the right to minor technical deviations from the offer or technical and design deviations from descriptions and information in brochures, catalogues and written documents as well as model, construction and material changes as a result of technical progress, without this

giving rise to any rights against SwissDIT.

2.3 Delivery and performance dates or periods stated in the contracts are only binding if they have been expressly determined as binding.

3. Services offered by SwissDIT

With the services provided under these conditions, SwissDIT supports its clients exclusively in projects which the clients carry out on their own responsibility. SwissDIT accepts no responsibility for a specific result in connection with the services provided, unless expressly agreed otherwise.

4. Contribution of the client

4.1 In order to perform the services incumbent upon it, SwissDIT may under certain circumstances regularly rely on the client's support or access to the client's system and data. The client shall therefore support SwissDIT to the extent necessary in providing the services. In particular, the client shall provide SwissDIT with the information and access data required for system access in a timely manner. The Client's support is a prerequisite for the timely provision of SwissDIT's services. If this support is not provided to the required extent, any appointments made shall become null and void and shall be adjusted accordingly.

4.2 The Client shall ensure that backups of the entire IT system to which SwissDIT is granted access are carried out daily - in shorter sections if necessary. The Client shall inform SwissDIT as soon as possible of any changes to the IT system or the processed data which may have an influence on the services to be provided by SwissDIT. This applies in particular if such changes may affect the scope and cost of the services provided by SwissDIT.

4.3 The customer's support services are provided without additional charge.

4.4 Unless otherwise agreed, the support provided by the client to SwissDIT includes in particular the following:
- If necessary, access to the customer's IT system
- Support from an employee
- The possibility of remote access by arrangement.

5. Rights of use

All industrial property rights in connection with SwissDIT's services, in particular copyrights to services provided, remain with SwissDIT. The client is granted those rights of use which are necessary for the contractual use of SwissDIT's services. If the client intends to grant third parties rights of use to the services provided, this requires SwissDIT's written consent.

6. Termination

If the client terminates the contract or individual parts of the contract before the service has been provided, SwissDIT shall retain the full payment claim for contracts which are processed at a fixed or minimum price. However, SwissDIT must allow itself to take into account what it saves on expenses as a result of the termination, what it acquires through other use or what it maliciously omits to acquire.

7.Prices and payment terms

7.1 Invoices are issued monthly.
7.2 All prices are in EURO.

7.3 Unless otherwise agreed, the customer shall pay without deduction within 14 days of the invoice date at the latest.

7.4 The statutory provisions shall apply to the occurrence of default in payment and its consequences.

7.5 If, after the conclusion of the contract, SwissDIT becomes aware of circumstances which cast doubt on the client's creditworthiness, SwissDIT shall be entitled to make its services dependent on the advance payment of the agreed fees or the provision of security of the same amount.

7.6 Offsetting against claims which have not been legally established or recognised is excluded. The client may only assert a right of retention with regard to counterclaims arising from this contractual relationship.

8. Quality of services/liability

8.1 We are liable for damages insofar as these a) were caused intentionally or by gross negligence on our part, or b) were caused by slight negligence on our part and are attributable to substantial breaches of duty which endanger the achievement of the purpose of the contract, or to the breach of duties the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer may rely.

8.2 In all other respects, our liability is excluded irrespective of their legal basis, unless we are compulsorily liable by law, in particular due to injury to life, body or health of a person, assumption of an express guarantee, fraudulent concealment of a defect or according to the Product Liability Act. Guarantees by us shall only be made in writing and shall be designated as such.

8.3 In order to prevent damage, the customer shall, also in his own interest, observe the usual or recommended precautionary measures in the IT sector and shall ensure, for example, that data and programs are regularly backed up and can be reconstructed with reasonable effort.

8.4 Except in the case of intent, liability is in any case limited to the contract amount.

8.5 The period of limitation for the rights according to paragraph 1 and paragraph 2 above and claims for damages is 1 year.

8.6 All aforementioned liability regulations also apply in favour of SwissDIT's vicarious agents and assistants.

9. Confidentiality

The contracting parties undertake to maintain secrecy for an unlimited period of time with regard to business and trade secrets and information designated as confidential which is made accessible in connection with the execution of the contract. Disclosure to third parties not involved in the execution of the order shall only be made with the prior written consent of the other contracting party.

10. General information

10.1 The rights under the contract may only be transferred to third parties with the consent of SwissDIT, with the exception of transfers to companies affiliated with the client within the meaning of Section 15 of the German Stock Corporation Act (AktG).

10.2 If a provision within the scope of the contractual relationship of the contracting parties is invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by another provision which comes as close as possible to the original purpose of the invalid provision.

10.3 The place of jurisdiction for all disputes in connection with this contract is 58300 Wetter (Ruhr), Germany.

10.4 German law applies to the contractual relationship.

The management of SwissDIT, Voßhöfener Straße 104a, 58300 Wetter, Germany, 01.02.2019

These General Terms and Conditions are also available for download.