

# General Terms and Conditions for Orders via the CREALOGIX Online Shop

## 1. Orders

These General Terms and Conditions (T&Cs) apply to all orders you submit to us, CREALOGIX AG, Digital Payment division, based in Zurich, Switzerland. Orders are placed via our online shop. CREALOGIX Digital Payment is hereinafter referred to as "CREALOGIX" or "we".

The range of products and services available in the online shop is aimed exclusively at customers resident or owning businesses located in Switzerland.

Any software we send you or which you obtain by download is subject to the provisions of the applicable licence agreements. These licence conditions, including provisions on warranty and liability, are either supplied with the software or, if the software is downloaded, transmitted electronically alongside it.

Your order shall represent an offer to conclude an agreement in accordance with these conditions. We are not obliged to accept your order. Should we accept your order, we shall thereby enter into an agreement with you. In the event that we cannot accept your order, we shall attempt to inform you by telephone, e-mail or post. In any case, these terms and conditions of business form an integral part of the purchase agreement and shall apply to all products, whether free or premium. Different terms shall not apply. Side agreements or deviations from the following agreements shall only be valid subject to express agreement in writing.

We may only accept your order if you are of age and have a valid mailing address.

## 2. Place of fulfilment

The place of fulfilment for our deliveries of goods and for your payments are the registered premises of CREALOGIX in Zurich, unless otherwise expressly agreed.

## 3. Delivery times

The standard products available in this shop are usually delivered within a period of one week. For standard products which can be delivered immediately, CREALOGIX shall not send any order confirmation. Instead, the products shall be sent right away. An order confirmation is created if an ordered product cannot be sent within a few working days. Despite major efforts to the contrary, there may be instances in which CREALOGIX cannot deliver these products, for example because CREALOGIX has not received the products or product components from its suppliers in good time.

Supply shortages are usually announced in the shop. In the event of non-delivery of products, CREALOGIX's liability is limited to the refund of any purchase price already paid.

#### 4. Delivery and insurance

Goods shall be delivered to a location indicated by the customer at their own expense and risk. CREALOGIX shall only take out transport insurance on written instruction from the customer. CREALOGIX shall send the products you order to the delivery address specified in the order form, unless you pay for the products by credit card. Products you have paid for by credit card shall only be sent to the address used for your credit card. Products you have paid for by credit card may only be sent to an address in Switzerland or the Principality of Liechtenstein.

#### 5. Prices

All prices are net and include VAT. Delivery costs and advance recycling charges (vRG) are not included in the price. All prices are in Swiss francs.

#### 6. Payment and term

For products which are sent with an invoice, invoices are payable within 20 days strictly net. In the event of default, CREALOGIX is entitled to charge the customer late payment interest of 6% p.a. The delivered contractual products remain the property of CREALOGIX until full payment has been made. CREALOGIX is entitled to enter retention of title into the relevant register.

For products which can be paid for by credit card, these shall be charged at the point of order or delivery of the ordered products. CREALOGIX may only initiate delivery of the ordered products once your credit card company has authorised the use of your credit card to pay for the ordered products. Should the payment be declined by your credit card company, CREALOGIX shall notify you. Payment can only be made by credit card if the address used for your credit card is in Switzerland or the Principality of Liechtenstein.

#### 7. Right of return

##### **Hardware**

The customer is entitled to cancel the agreement without giving reasons and return the goods within a period of 20 days. For this to occur, the delivered goods must be undamaged, in working order, complete and in undamaged original packaging.

If the above conditions are not fulfilled, CREALOGIX shall charge a processing fee of CHF 40 or shall be entitled to reject the return of the goods. The right of return begins on receipt of the goods by the customer. The latter shall also bear the costs of return delivery. Should the customer return

the goods properly within the stated time period, they shall receive credit or a replacement on request.

## **Software**

CREALOGIX shall not accept returns of any software products. The customer, accordingly, has no right of return. CREALOGIX usually provides demo versions to allow customers to test out the software without any risk. Customers therefore have the opportunity to try out the software before they buy it for a period of 60 days.

## **8. Warranty**

On conclusion of the agreement, CREALOGIX provides the following guarantee to the customers for hardware: If the customer provides proof to CREALOGIX of a clear and legitimate defect in the contractual product immediately on discovery, CREALOGIX shall repair or replace it with another contractual product free of charge. This guarantee shall be deemed unconditionally accepted by the customer. The guarantee period is two years from the date of delivery. This guarantee expressly and irrevocably excludes any other warranty claims on the part of the customer. Claims on the part of the customer for compensation for consequential damages are specifically excluded.

The customer's warranty claims are governed definitively by this clause 8.

Should any changes be made to contractual products delivered by CREALOGIX, all guarantee claims shall become void. The same shall apply if the contractual product is not used according to the agreement or if the contractual product is used in a different hardware or software environment than envisaged.

## **9. Liability**

CREALOGIX shall only accept liability for damages arising from the customer's orders via the CREALOGIX online shop in case of malicious intent or gross negligence. Any additional liability on the part of CREALOGIX, particularly for mild negligence, is hereby expressly excluded, insofar as is legally permissible. CREALOGIX shall accept no liability in particular for any direct or indirect damages, loss of profit, third party claims or data loss.

## **10. Data protection**

The customer agrees that all data required for order processing as part of performance of the agreement, including data which is transmitted or disclosed or becomes known to affiliated companies and companies with whom an indirect or direct shareholding relationship exists, may be transmitted and saved, processed and used by the latter. However, use is restricted to the purpose of the agreement. CREALOGIX is entitled to use the customer's contact information for its own marketing purposes.

## 11. Applicable law, place of jurisdiction

Agreements concluded with CREALOGIX are subject to Swiss law. The provisions of the CISG (United Nations Convention on Contracts for the International Sale of Goods) are excluded, insofar as they may be applicable.

The place of jurisdiction shall be Zurich.