

A. SCOPE

1. Scope and Validity of the General Terms and Conditions

- 1.1 These general terms and conditions govern the conclusion, contents and fulfillment of contracts of Fastlog AG (hereafter referred to as Fastlog).
- 1.2 The general terms and conditions form an integral part of the various individual contracts between the customer and Fastlog.

2. Contract Quote

- 2.1 If there is a discrepancy between the quote offer made by Fastlog and the quote request of the customer, Fastlog shall expressly state this difference.
- 2.2 The quote is binding for a period of 30 days from the date the quote was given, provided that neither the quote request nor the quote offer stipulate any other period.

B. PRICES AND CONDITIONS

3. Prices

- 3.1 The prices are stated both with and without value-added tax and any other duties.
- 3.2 If the relevant taxes and duties are increased during fulfillment of the contract or before the invoice is issued or new taxes or duties are introduced during the same time period, Fastlog reserves the right to adjust its prices accordingly.
- 3.3 Packaging, transport costs, and insurances are not included in the prices of Fastlog but are charged separately.

4. Terms of Payment

- 4.1 The invoice/s by Fastlog must be paid within 30 days of the date of the invoice without any deductions.
- 4.2 Any other costs payable by the customer must also be paid within 30 days of the date of the invoice without any deductions.
- 4.3 Fastlog is entitled to carry out works only against advance or cash payment, if this seems advisable in view of the customer's financial situation.

5. Customer Payment Default

- 5.1 If the customer fails to pay within 30 days, he is liable, even in the absence of prior notification, to pay default interest amounting to 6% per annum as of the first day after expiry of the 30-day payment period. The customer will be invoiced separately for any additional costs and collection expenses (even where third parties are concerned) over and above the default interest.
- 5.2 If the customer has neither paid the invoice nor raised objections against it in writing by the due date, Fastlog is entitled to discontinue its performance of all services without the necessity of specific notification, to take additional measures as stipulated in the contractual documents for the purpose of preventing further damage and / or to terminate the contract immediately and without compensation. The customer shall be liable for all damages incurred by Fastlog as a result.

C. SERVICES / WORKS

6. Works Undertaken by Fastlog

- 6.1 Fastlog undertakes to carry out the agreed works and perform the services in accordance with the latest technological developments and with the utmost care.
- 6.2 Fastlog shall perform the required service by means of repair or replacement of broken components and substituting them with components in mint condition. Fastlog reserves the right to replace, where necessary, the components to be repaired with components (hard and / or software) of equal quality and with equal or improved functions irrespective of the existence of a warranty claim.
- 6.3 Where components are replaced, the old components shall belong to Fastlog. Customers are not entitled to demand installation of their own products or their own hard or software.

- 6.4 Wherever possible, Fastlog shall return repaired components in their original condition. If this is not possible, Fastlog undertakes to return repaired components in the condition in which they were delivered.

- 6.5 Fastlog is entitled, on its own responsibility and at its own expense, to resort to partners or third parties for the purpose of performing its services.

7. Restrictions

- 7.1 In case of unforeseen difficulties, Fastlog is entitled to adjust the price in accordance with the additional expenditure incurred. If Fastlog makes use of this right, the customer shall be notified in advance.
- 7.2 The following services in particular are not included in the contract, i.e. Fastlog has the right to refuse to perform them:
- repairation of damages caused by force majeure;
 - damages caused by inappropriate handling and interventions on the part of the customer or third parties;
 - interventions necessitated as a result of faulty operation or for other reasons for which Fastlog is not responsible.
- 7.3 Fastlog may take on such services by agreement. Quotes for such services will be calculated on the basis of time and effort required and invoiced separately.

8. Time Allowed for Repairs and Elimination of Malfunctions

- 8.1 In accordance with the time periods customary in the trade, Fastlog undertakes to perform its obligations under this contract within three to four weeks.
- 8.2 Retrospective requests for changes or amendments on the part of the customer may result in a reasonable extension of the delivery time. The customer shall be invoiced separately for expenses incurred in connection with such retrospective requirements as well as third-party charges.
- 8.3 If for whatever reason it is not possible for Fastlog to meet the agreed deadlines and time periods, Fastlog shall notify the customer immediately. Under no circumstances is Fastlog liable for the delay or any possible damages suffered by the customer and / or third parties as a result thereof.

9. Additional Duties of Customers

To the extent required, the customer shall make available to Fastlog the accessible information, existing manuals and documentation upon request.

10. Commencement and Duration of the Contract

- 10.1 The individual contract / the individual contracts between Fastlog and the customer are concluded for an unlimited or limited period of time and become effective once they have been signed by both parties.
- 10.2 Contracts of unlimited duration may be terminated at the end of each calendar year. The notification period for such terminations is 6 months. The first possible date for a contract termination is the end of the year following the year in which the contract was concluded.
- 10.3 Any stored goods which Fastlog has purchased for the purpose of fulfillment of the contract with the customer must be bought back by the customer in accordance with individually agreed terms when the contract expires.
- 10.4 Fastlog may terminate the contract at any time, if the customer breaches the terms and especially obligations arising from this agreement, if the customer defaults on payment, becomes insolvent or goes bankrupt. In that case, payment shall be calculated on a pro rata temporis basis. Fastlog reserves the right to claim damages.

11. Ownership and Intellectual Property Rights

Without any exceptions, the ownership, intellectual property and patent rights for the products and / or product components and their copies belong to Fastlog and / or its suppliers. By signing this contract, the customer acknowledges awareness of this stipulation and accepts it.

12. Nondisclosure

- 12.1 The contracting parties shall treat all information which is connected with the contractual relationship and which is neither self-evident nor generally accessible as confidential. In case of doubt, information is to be treated confidentially.
- 12.2 Fastlog shall treat data in compliance with current legislation, in particular with the Data Protection Act. Fastlog collects, stores and processes only data which is required for the performance of its services and notably for ensuring the high quality of these services.
- 12.3 The obligation to maintain confidentiality already applies during the time of contract negotiations, i.e. before the contract is concluded and continues to apply after the contract has been terminated.
- 12.4 In case of a breach of this non-disclosure obligation the parties shall be liable to the same extent for breaches of employees and third parties appointed in connection with contractual obligations as they are for their own transgressions.

13. Defaults of Fastlog

- 13.1 If Fastlog defaults, the customer must grant an extension of at least 30 days.
- 13.2 Fastlog is not liable, vis-à-vis the customer, for any delays or defaults in delivery on the part of its suppliers and sub-contractors.

14. Guarantee and Warranty

- 14.1 The following stipulations apply in lieu of the general legal provisions for guarantee and warranty claims as well as claims for damages based thereon.
- 14.2 The warranty for the works undertaken, the material used in the process and replaced components is limited to three months after handover of the repaired equipment or software.
- 14.3 The warranty does not apply in so far as the customer is responsible for any of the damages on which warranty claims are based.
- 14.4 Fastlog undertakes to rectify faults as quickly as possible and shall bear the costs for repairs and shipment.
- 14.5 Fastlog is freed of its warranty obligation notably in the following cases:
- if damages result from inadequate maintenance or faulty operation of the products;
 - if installations and / or repairs are not carried out by Fastlog personnel or third parties authorized by Fastlog;
 - if material has been used which does not comply with the requirements of Fastlog;
 - any other reasons for which the customer bears responsibility.
 - In all these cases, the customer shall bear all costs incurred in connection with the analysis and elimination of damages.

D. LIABILITY

15. Scope

- 15.1 Fastlog is liable for the fulfillment of assignments as specified in the contract.
- 15.2 Fastlog excludes all liability for damages in connection with this contractual relationship, unless gross negligence can be shown. Liability is always excluded in the following cases:
- all types of claims for compensation based on the improper or unpunctual dispatch and / or transport of the equipment to and from the place of fulfillment;
 - loss of profit, unrealized savings, claims by third parties and all other types of indirect damage as well as consequential damages caused by a defect;
 - damages or claims for compensation which are attributable to the fitting, functioning or use of any component or device;
 - damages arising as a result of advice, instructions or works undertaken by incompetent persons, as a result of inadequate maintenance works done by the customer or after repairs which were not carried out by Fastlog;
 - any data loss.

- 15.3 Any claims for compensation on the part of the customer must be made immediately after the damage has been discovered, but under all circumstances no later than three months after discovery of the damage.

16. Force Majeure and Risk Transfer

- 16.1 Fastlog is not liable in case of damages caused by force majeure.
- 16.2 The risks in relation to the goods / the equipment are transferred to the customer as soon as they have left the registered office of Fastlog or the relevant branch office in Switzerland.

E. FINAL PROVISIONS

17. Domicile of Fastlog and branch

The domicile of Fastlog is located in 4552 Derendingen, Luterbachstrasse 1, the branch in 3645 Gwatt (Thun), Eisenbahnstrasse 95.

18. Place of Performance

- 18.1 Unless otherwise agreed, Fastlog shall perform its services at its registered office or in one of the branch offices of Fastlog in Switzerland.
- 18.2 All costs for transportation and / or shipping and handling of the goods repaired must be borne by the customer of Fastlog.
- 18.3 The risk for faulty or otherwise incorrect transportation must be borne entirely and exclusively by the customer of Fastlog.

19. Transfer of Rights and Duties

- 19.1 The customer must not transfer any rights and duties arising from this contract to third parties without the prior written consent of Fastlog.
- 19.2 In particular, the customer must not offset receivables against receivables of Fastlog.
- 19.3 Fastlog may transfer the rights and duties arising from this contract to another company, provided that Fastlog controls this company either directly or indirectly.

20. Amendments

All changes and amendments deviating from the arrangements made in these General Terms and Conditions must be in writing and signed by both parties.

21. Applicability of the General Terms and Conditions

The General Terms and Conditions apply to the contracting parties as well as all possible assignees irrespective of the reason that led to the transfer of rights and duties.

22. Place of Jurisdiction and Applicable Law

These General Terms and Conditions are subject to Swiss Law. The place of jurisdiction shall be the court which is competent in terms of expertise and location at the domicile of Fastlog or the domicile of the relevant branch office of Fastlog in Switzerland.

23. Confirmation by the Customer

By signing this agreement and / or with the conclusion of the contract, customers confirm that they have read the General Terms and Conditions and in particular the stipulations regarding guarantee, liability and place of jurisdiction and assure Fastlog that they fully accept the contents thereof.