

EPC AG  
Schanzweg 8  
CH-9533 Kirchberg (St. Gallen)

## Global Terms and Conditions (GTC)

### 1. Applicability, validity and change

These general terms and conditions (hereinafter: "GTC") apply to all agreements and for every type of contract between EPC AG | Schanzweg 8 | CH-9533 Kirchberg (St. Gallen) and natural or legal persons (hereinafter: "customers") relating to the services and goods offered by EPC AG (both together hereinafter: "Products").

These General Terms and Conditions and any contracts concluded in writing with the customer regulate the contractual relationship between the customer and EPC AG (hereinafter: "EPC AG"). Conflicting or deviating terms and conditions are only valid if they are expressly recognized in writing by EPC AG.

These terms and conditions (version 4.1) are valid from April 11th, 2021 and replace all previous terms and conditions and are applicable to existing and future contracts.

The current and valid terms and conditions are available on the Internet at [https://www.epc.ch/wp-content/uploads/pdf/EPCAG\\_GTC.pdf](https://www.epc.ch/wp-content/uploads/pdf/EPCAG_GTC.pdf) and can be downloaded and printed out.

At the customer's request, a written edition is also available from EPC AG. EPC AG is entitled to change these terms and conditions at any time. Changes will be brought to the customer's attention in a suitable form (e-mail, post, fax, etc.) stating the date of validity, without EPC AG being responsible for failure to acknowledge them.

Unless otherwise stipulated in these terms and conditions, the previous terms and conditions continue to apply to the contract concluded before the change.

### 2. Conclusion of contract

The contract between EPC AG and the customer comes into being through the EPC AG offer accepted by the customer or through an order or an order from the customer by telephone, letter mail, fax, email or online via the Internet and its acceptance by EPC AG.

EPC AG accepts the order or order in the form of a confirmation (by fax, email or letter) or by sending the ordered goods. Project orders are completed by signing a project form.

The offers from EPC AG are subject to change. This means that the contract between the customer and EPC AG only comes about when the customer's order is accepted by EPC AG. If EPC AG expressly reserves this, the contract is only concluded when a written document is signed.

The minimum contract duration and the termination modalities result from the contract documents.

Unless otherwise stipulated in the contract documents, the contract is unlimited and can be terminated in writing by either party with a notice period of one month to the end of each month.

A reimbursement of fees paid in advance in accordance with the time is excluded in any case.

If the customers terminate the contract before they expire, they owe EPC AG the remuneration owed under the contract for the remaining term.

If the termination affects only part of the services from EPC AG, the contractual provisions for the other services remain applicable.

### 3. Prices

All goods prices (catalog prices and other price lists included) are net prices from domicile of EPC AG in Swiss Francs (CHF) including advance recycling fee ("aRF"). All ancillary costs such as transport, packaging and installation costs are borne by the customer. The services provided by EPC AG are billed at cost, whereby the applicable hourly rates in accordance with the current terms and conditions apply. The respective hourly rates are based, among other things, on the business hours of EPC AG. Order changes or cancellations or reductions requested by the customer require the written consent of EPC AG. Costs that have already been incurred can be charged to EPC AG by the customer.

#### Ordinary business hours:

You can reach us on our telephone hotline from Monday to Friday from 9 a.m. to 6 p.m. The response time to your phone call or email request can take up to 1 hour without a maintenance contract.

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|--|------------------------|
| - IT service deployment on site  | CHF 160.- per 1h       |
| - Online support using remote maintenance software   | CHF 160.- per hour     |
| - Online support using remote maintenance software   | CHF 80.- per 1/2 hour  |
| - Online support using remote maintenance software   | CHF 120.- per 3/4 hour |
| - A minimum of CHF 40.- per online support assignment will be charged                        |                        |
| - The hourly rate for on-site IT service use includes the usual travel costs.                |                        |
| - Special prices apply for longer assignments, which are set individually with the customer. |                        |

#### Surcharges outside of normal business hours

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|-----------------------------------|-------|
| - Monday to Friday, 6 pm. - 8 am. | + 25% |
| - Saturday                        | + 25% |
| - Sunday and public holidays      | + 50% |

All prices are exclusive of the applicable VAT, which will also be charged to the customer.

EPC AG is entitled to adjust its prices at any time based on the market situation without prior notice and without giving reasons. Hourly rates for services are usually adjusted annually. The announcement of the new prices is based on Section 1 Paragraph 3 of the General Terms and Conditions, whereby the adjusted prices also apply to contracts that have already been concluded. The offers of EPC AG are non-binding. Likewise, illustrations, descriptions, dimensions, weights etc. are to be understood as approximate values and do not represent any assurance of properties.

#### **4. Terms of payment**

The due date of the payments is based on the payment terms agreed in writing. If there is no agreement, the products are due for payment without any deductions within 14 days after invoicing. Payments in foreign currency are calculated at the current exchange rate of a major Swiss bank. The agreed dates are expiry days.

EPC AG is entitled at any time to provide the products only against prepayment or cash on delivery. In particular for deliveries to new customers as well as to customers who do not comply with or accept EPC AG's terms of payment, delivery is made cash on delivery. The costs arising from the prepayment / cash on delivery are borne by the customer.

The customer has no right to offset. He is also not permitted to refuse payments in whole or in part due to complaints or other complaints.

In the event of evidence of insolvency or other doubts as to the creditworthiness of the customer, EPC AG reserves the right to make services dependent on advance payments or other security at any time at its discretion.

#### **5. Late payment**

If the customer fails to meet all or part of his payment obligations, all outstanding amounts owed under any title become due immediately and all deliveries / services by EPC AG are suspended. EPC AG reserves the right of withdrawal and the right to claim damages.

If the customer does not meet the payment deadlines, he owes a default interest of 7% p.a. from the due date. He also has to pay EPC AG a fee of CHF 50.00 each for any payment requests and the associated expenses.

#### **6. Leasing**

At the customer's request, EPC AG submits a leasing application to Grenke Leasing (up to CHF 50,000.00, or less than 50% HP products, based on the total volume) or to HP Finance Services (over CHF 50,000.00 and at least 50% HP -Products, measured by total volume). EPC AG only mediates between lessor and lessee. It does not guarantee the successful conclusion of a leasing contract and also rejects any liability in connection with the conclusion or failure of the leasing contract. The customer is responsible for the financing.

#### **7. Delivery**

The goods are delivered at the customer's risk and expense and are deemed to have been delivered when the goods leave EPC AG's warehouse. Insurance against damage of any kind is only taken out at the express request of the customer and at his expense. Benefit and risk pass to the customer when the shipment is handed over.

The expected delivery times can change. They serve as a guide and are not binding.

The goods that are not available from EPC AG in stock must first be obtained from the manufacturer or supplier. EPC AG is therefore entitled to restrict delivery, to suspend delivery or to withdraw from the contract in the event of delivery problems on the part of the supplier, without the customer being entitled to subsequent delivery or compensation.

Damage in transit (visible as well as hidden) and incorrect deliveries must be reported to the carrier immediately after receipt of the shipment. In this case, the goods may not be used.

The exchange and return of products are fundamentally not possible. An exchange or return can only be made in exceptional cases and after consultation with EPC AG.

## **8. Retention of title**

The goods delivered by EPC AG remain the sole property of EPC AG until the purchase price has been received in full. In the event of the incorporation (integration) of goods delivered by EPC AG into another thing (system), the retention of title also extends to this thing, and at the quota that corresponds to the value share. The customer is obliged to take the necessary measures to protect the property of EPC AG or to participate in this. The customer grants EPC AG the right to enter the retention of title in the retention of title register. If the customer is in arrears with the payment of the purchase price, EPC AG is entitled to take possession of the goods again immediately and, in particular, to request the goods to be dismantled at the customer's expense.

## **9. Inspection and notification obligations of the products / returned goods**

The customer is obliged to immediately check the products received and to report any defects at the latest within 2 days of receipt in writing, stating the specific defects, otherwise the product is considered approved.

Goods must be returned in the original packaging and at the customer's expense and risk to the place of return specified by EPC AG. The customer is responsible for the professional and insured transport.

If a data carrier (such as hard disk, optical disk, magnetic tape, memory card, etc.) is handed over for repair, the customer bears full responsibility for the data it contains and for proper data backup or deletion before handover. EPC AG cannot be held liable for data loss.

## **10. Guarantee and warranty**

The responsibility for the selection, configuration, use and use of products and the results achieved thereby lies with the customer or the purchaser of the products, i.e. at the end customer. The customer acknowledges that EPC AG does not carry out incoming inspections of the products supplied by manufacturers or suppliers.

10.1 For products from third parties, EPC AG guarantees and is only liable to the extent that the third party (e.g. manufacturer, licensor) is responsible to EPC AG. The customer waives further warranty claims against EPC AG and the third party. EPC AG's only obligation is to assign any liability and / or warranty claims against the third party to the customer.

10.2 The customer acknowledges that due to the applicable provisions of the manufacturer / supplier, the warranty is usually limited to the rectification, delivery of defect-free replacement goods or credit, at their option. The exchange of parts, the improvement or the delivery of defect-free replacement goods do not trigger any new warranty obligations. Any faults that fall under the warranty do not entitle the customer to withdraw from the purchase or to declare a change.

10.3 Furthermore, the customer acknowledges that a defect is only present if it is shown in writing immediately after discovery by EPC AG and contains a relevant and reproducible error.

10.4 The warranty is excluded for defects that are based on one of the following causes:

- a) inadequate maintenance (unless EPC AG has contractually agreed to maintain);
- b) failure to observe the operating or installation instructions;
- c) improper use of the products;
- d) use of unapproved parts and accessories;
- e) natural wear and tear;
- f) improper handling or treatment;
- g) Unauthorized interference by the customer or third parties;

h) External influences, in particular force majeure (e.g. failure of the power supply or air conditioning, elementary damage) as well as other reasons for which neither EPC AG nor the manufacturer / supplier are responsible.

10.5 A guarantee is a voluntary contractual service provided by the manufacturer-supplier. Warranty services not covered by the manufacturer-supplier as well as additional costs caused by the customer in the processing of any warranty claims or warranty services will be charged to the customer. In the event of a missing or defective description of the fault, EPC AG will search for the fault at the customer's expense.

## **11. Services of "Internet Services"**

### **Content and scope of the service**

The content and scope of the individual "Internet Services" result from the corresponding contractual documents, which, together with the present general terms and conditions and the current price lists for the service, form the basis of the contractual relationships between the customers (hereinafter referred to as "customers") and the Form EPC AG.

Within the scope of the existing technical and operational possibilities, EPC AG provides the services listed in the contract documents.

### **Safety precautions**

EPC AG takes precautions to protect its network against unauthorized interference by third parties. However, absolute protection against unauthorized access by third parties cannot be guaranteed. EPC AG cannot be held liable for such interventions.

### **Involvement of third parties**

EPC AG can involve third parties at any time to fulfill its contractual obligations.

## **12. Services / obligations of customers "Internet Services"**

Customers are responsible for the legally and contractually compliant use of the "Internet Services" they receive (in particular paragraph 15 below) and for the timely payment of these services (especially paragraphs 13 and 14 below).

When ordering, registering and making further business contacts with EPC AG, customers are obliged to provide truthful information.

### **12.1 Customer facilities**

Customers are responsible for the purchase, installation, functionality, maintenance and legal compliance of their systems and connections (e.g. landline connection, Internet connection, etc.) necessary for the use of the "Internet Services".

12.2 EPC AG does not guarantee that "Internet Services" can be used with all subscriber systems and customer settings.

### 12.3 Customer safety precautions

Customers must choose suitable passwords and change them regularly, or immediately if they are suspected of misuse. Passwords must be kept in a safe place and should be transmitted in encrypted form in digital media if possible. Customers are fully responsible for the use of passwords. Responsibility for using the connection

Customers are responsible for any use of their "Internet Services" - including those by unauthorized third parties. In particular, they have to pay all fees owed as a result of using their "Internet Services".

If an organ or an employee is brought to EPC AG responsible for criminal, civil or administrative law due to illegal or contractual use of an EPC Internet service by the customer or a third party, the responsible customer releases the person concerned from all claims and is liable for the damage incurred.

### 12.4 Backup of the data

Customers are solely responsible for securing their data.

## 13. Prices "Internet Services"

Relevant are the current price lists from EPC AG for the corresponding "Internet Services", as far as the prices are not specified in the corresponding contract documents or are announced immediately before the use of a certain service. By using the "Internet Services" offered, customers accept the applicable prices. If EPC AG lowers the prices, it can simultaneously adjust the scope of services and / or the discounts granted before the price reduction.

## 14. Billing and payment terms "Internet Services"

The "Internet Services" are billed to the customer annually in advance.

EPC AG creates the invoice based on its records. These are also considered correct if the customers object to the invoice, but the technical and administrative clarifications from EPC AG do not reveal any indications of errors.

The invoice amount must be paid by the expiry date stated on the invoice or within the specified payment period. When the payment period expires, the customers are automatically in default. Up to this date, customers can raise justified objections to the invoice in writing. If they fail to do so, the invoice is considered accepted.

If the objections concern only a partial amount of the invoice, EPC AG can demand that customers pay the unobjectionable part of the invoice on time.

### 14.1 Late payment

If the customers have not paid the invoice by the expiry date or within the specified payment period, or have raised objections to this in writing and on good grounds, EPC AG can interrupt the performance of all contracts concluded with the customer after unsuccessful reminder, take other measures to prevent damage and / or cancel the contract without notice and without compensation. For reminders, EPC AG can charge reminder fees of up to CHF 20 per reminder. Customers bear all costs that EPC AG incurs as a result of late payment. This also applies to payment via direct debit. If the customer's account is not covered by direct debit, EPC AG can charge a processing fee of at least CHF 30 per case.



#### 14.2 Prepayment, security

If EPC AG has doubts regarding the contractual compliance with the terms of payment or if it may be difficult to collect receivables, EPC AG can request an advance payment or security. If customers fail to make the advance payment or provide security, EPC AG can take the same measures as for late payments. Collateral in the form of a cash deposit bears interest at the savings account rate. EPC AG can set off all claims against customers against the security provided.

#### 14.3 Billing

Customers cannot offset claims from EPC AG against any counterclaims.

### 15. Legal and contractual use of "Internet Services"

Customers are responsible for the content of the information (data in any form, language, etc.), which they have transmitted or processed by EPC AG or which they may make accessible to third parties. EPC AG is not responsible for this and for information that customers receive or that third parties distribute or make accessible via the Internet.

#### 15.1 Legal and contractual use

Customers are responsible for the legal and contractual use of their "Internet Services". You may not misuse the "Internet Services" neither to disturb or personally bother third parties, nor to hinder the proper use of another Internet connection or for any other illegal or contractual purpose.

The sending of mass advertising via an EPC Internet service by the customer is strictly forbidden, or only permitted if there is evidence that there is a customer relationship between the customer and their mail recipients or if the accessibility data used (e.g. email addresses) is collected in the So-called "double opt-in procedure" has taken place (that is, the entry of the mail recipients in the mailing lists of the customer sending the mass advertising must have been expressly confirmed by the mail recipients on request from the customer).

#### 15.2 Measures against abuse

If there are justified indications of illegal use of an "Internet Service", if it is reported by the person concerned or an authority or if such is established by a final judgment, EPC AG can disclose the data of the suspected customer to the person concerned or the responsible authorities, inform the police and / or other competent authorities about the incident, stop the customer from using the data in accordance with the law and the contract, cease to provide services without notice without notice, terminate the contract without notice and without compensation and / or, if necessary, claim damages.

EPC AG can take the same measures if it has reason to believe that the customers will or will violate the contract or if the customers provided incorrect or incomplete information when the contract was concluded.

If EPC AG terminates the contract for one of the reasons mentioned, the customers may remain liable for payment in accordance with the provisions on the early termination of the contract.

## **16. Customer data "Internet Services"**

When handling data, EPC AG complies with the applicable legislation, in particular with regard to telecommunications and data protection law. EPC AG only collects, stores and processes data that is required for the fulfillment of contractual obligations, for the maintenance and development of the customer relationship, for the guarantee of a high quality of service, for the security of operation and infrastructure as well as for invoicing.

Customers agree that EPC AG can obtain information about them in connection with the conclusion and execution of the contract or pass on data relating to their payment behavior, use their data for the needs-based design and development of their services and for tailor-made offers and that their data is can be processed for the same purposes within EPC AG.

If a service is provided by EPC AG together with third parties or if the customers obtain services from third parties via the network from EPC AG, EPC AG can pass on data about the customers to third parties insofar as this is necessary for the provision of such services or for collection is. Data that arise when using the "Internet Services" or the websites operated by EPC AG can be used for customized offers by EPC AG and / or selected third parties.

## **17. Intellectual property "Internet Services"**

For the duration of the contract, customers receive the non-transferable, non-exclusive right to use the services and products from EPC AG. The content and scope of this right result from the corresponding contract documents. All rights to existing intellectual property or those arising from the fulfillment of the contract with regard to services and products from EPC AG remain with the EPC AG or with the authorized third parties.

## **18. Availability of the "Internet Services" network**

EPC AG offers a high level of availability of its network, but cannot guarantee that its network will function without interruption and failure. EPC AG reserves the right to carry out maintenance work on its network at any time, which can lead to business interruptions. EPC AG also reserves the right to temporarily block certain "Internet Services" to combat spam and defective codes (e.g. viruses, worms, Trojans, etc.).

No assurances or guarantees regarding availability, quality, operation or support can be given for voice or data traffic on networks or connections from other Internet providers.

### **18.1 Information, product references, etc.**

EPC AG makes no assurances and assumes no liability or guarantee for the correctness, completeness, timeliness, legality and expediency, availability or timely delivery of information which is made available via the Internet connection and/or on the EPC Webportal <https://www.epc.ch/en/>. EPC AG does not refund any fees and assumes no liability for damage from downloads.

If customers use their connections to purchase goods or services from third parties, unless expressly agreed otherwise, EPC AG is not a contractual partner for these transactions. EPC AG assumes no liability or guarantee for the services or goods purchased or ordered via the Internet connection, even if EPC AG collects third-party claims against the customer.



## **19. Contract changes "Internet Services"**

EPC AG reserves the right to discontinue certain "Internet Services", as well as to adjust services, prices, service descriptions and these general terms and conditions at any time without written notice. EPC AG will notify customers of changes and information about the "Internet Services" in a suitable manner (e.g. as a newsletter by e-mail or by publication on the EPC web portal). In the case of a contractually agreed minimum period, the customers have the right to terminate the contract prematurely without financial consequences upon the entry into force of price increases and / or significant contract changes. Without notice, the announced price increases and contract changes are considered to be approved by the customer.

If the tax and duty rates change (especially VAT), EPC AG is entitled to adjust its tariffs accordingly. In this case, customers have no right to early termination.

## **20. Transfer of rights and obligations**

Customers may not transfer any rights and obligations arising from this contract to third parties without the prior consent of EPC AG. EPC AG can transfer the rights and obligations from this contract to another company.

## **21. Liability**

EPC AG assumes no costs for the services of customers or third parties commissioned by customers in connection with the limitation and / or rectification of any faults in an EPC Internet service. Costs for services from EPC AG in connection with the limitation and / or rectification of any faults in an EPC Internet service must also be borne by the customer, provided the cause of the fault is due to defects or incorrect handling of the end devices used by the customer .

EPC AG is only liable for direct damage up to the amount of the respective sales price and only if the customer can prove that this was caused intentionally or by gross negligence or actions by EPC AG. The transport liability of EPC AG is limited in any case. EPC AG is not liable for damage resulting from the illegal or non-contractual use of your services.

In the case of services, EPC AG is liable for the careful and professional rendering of its services. Defective contractual services are rectified by EPC AG.

Any further liability of EPC AG, its assistants and the third parties commissioned by EPC AG for damage of all kinds and for any legal reason is excluded to the greatest extent possible by law. In particular, the customer has no right to compensation for damage that has not occurred to the product itself, such as loss of production, loss of use or data, loss of orders, lost profit and other indirect or consequential damage.

The products are intended for normal commercial or private use in accordance with the operating instructions. It is not intended to be used for security systems, nuclear power plants, military facilities, medical devices (in particular with a life-supporting function) or for the manufacture of weapons. No liability is accepted for use in these areas. Further mandatory legal liability provisions remain unaffected.

### **21.1 Investment protection**

EPC AG continuously optimizes the services accessible via the Internet, thereby protecting its customers' investments. However, there is no entitlement of individual customers to a specific configuration of the Internet connection or to the retention of Internet services accessible via it, unless this is expressly stated in the contract document.

### 21.2 Force Majeure

EPC AG is not liable if the provision of the service is temporarily interrupted, partially limited or impossible due to force majeure. Force majeure includes natural events of particular intensity (avalanches, floods, etc.), warlike events, terrorism, strikes, unforeseen official restrictions, power cuts, computer viruses, worms, Trojans, etc.

### 22. Data Protection

The use of the Internet carries various data protection risks for the user. Each participant is responsible for measures to secure and shield their data and their network against intrusion or other attacks on them by unauthorized third parties.

To comply with the national data protection provisions (Data Protection Act; DSG) and those provisions of the EU General Data Protection Regulation (GDPR), reference is made to the data protection declaration (GDPR) issued by EPC AG.

This data protection declaration can be viewed, downloaded and printed by everyone at [https://www.epc.ch/wp-content/uploads/pdf/EPCAG\\_GDPR.pdf](https://www.epc.ch/wp-content/uploads/pdf/EPCAG_GDPR.pdf).

### 23. Final provisions

Should individual provisions of these general terms and conditions be ineffective or incomplete or should fulfillment become impossible, the effectiveness of the remaining parts of the general terms and conditions will not be affected. In this case, the contracting parties undertake to immediately replace the ineffective provision by an admissible, effective provision which, according to its content, comes closest to the original intention. The non-exercise of rights by EPC AG does not mean a waiver of these rights.

### 24. Choice of law and place of jurisdiction

These general terms and conditions and the other contracts concluded with the customer are subject to Swiss law to the exclusion of conflict-of-law standards and UN sales law (CISG).

The court in 9500 Wil (Canton St.Gallen) in Switzerland is responsible for all disputes arising from or in connection with the business relationships of EPC AG.