



GTC

General Terms and Conditions (GTC)

Scope

The following GTC apply to all deliveries, services and offers from Zeller Consulting Suisse (ZCS). Conflicting GTC of the customer do not become part of the contract even in the event of delivery, even without express objection. Any change, deviation or addition to these GTC must be made in writing; there are no verbal side agreements. This also applies to every contract that has been concluded on the basis of these GTC, provided it does not equate any other form to the written form.

Offer and conclusion of contract

Offers from ZCS are non-binding - especially with regard to the quality and availability of the main service, prices, quantity, delivery period, delivery options and ancillary services. In particular, we reserve the right to make changes in design, technology and functionality, as well as errors in the description, illustration and price information. A contract is only concluded through the written offer by ZCS. Any assumption of guarantees or assurances of properties in favor of the customer requires written confirmation by ZCS. Telephone agreements are only binding if they are confirmed in writing. The scope of the services to be provided by ZCS is determined solely by written offers.

Installation

The customer is responsible for the proper installation, commissioning and maintenance of the software supplied.

Performance requirements and fulfillment

Unless otherwise regulated, the customer's claims to performance only arise once the contractually agreed fee has been paid in full. In particular, rights of use to software, irrespective of their activation using a license key, only arise once the license fee has been paid in full, unless otherwise agreed. All deliveries are made at the expense and risk of the customer. ZCS is entitled to partial deliveries and partial services to a reasonable extent. Products delivered for test or demo purposes - software, documents, etc. - remain the property of ZCS. ZCS reserves the right to equip the software in such a way that the programs are no longer fully operational after the agreed test period has expired. The customer cannot derive any claims from this. Cancellations of services reserved by the customer at ZCS must always be made in writing and are only legally valid after written confirmation by ZCS. ZCS is entitled to set off a handling fee or cancellation fee.

Delivery times

ZCS is only bound to delivery dates agreed in writing. Changes to the order - unless otherwise agreed - result in the cancellation of the previously specified dates and deadlines. Delivery and service deadlines are extended appropriately in the event of force majeure and all other obstacles for which ZCS is not responsible and which have a significant influence on the delivery or service.

Prices

The prices are net in CHF (Swiss franc). Any reimbursement claims by the customer, e.g. B. due to overpayments, double payments, etc., will be credited to the customer's billing account and, as far as possible, offset against the next due claim.

Payment

Payments are to be made after invoicing within 14 days and without any deduction. In the event of non-compliance, the customer is in default without a reminder. If the customer is in default of payment, ZCS is entitled to withdraw from the contract and to demand compensation after a grace period of 14 days. If ZCS demands compensation, this amounts to 33.33% of the order value, unless the customer can prove lower damage or ZCS can prove higher damage. The customer may only offset against undisputed or legally binding claims or offset these against claims from ZCS. The customer may only exercise rights of retention if his counterclaim is undisputed or has been legally established.

Retention of title

ZCS retains ownership of the software supplied and the right to use the software until all claims arising from the business relationship have been paid in full. If the customer acts in breach of contract - in particular default of payment - or if payments are expected to be suspended, ZCS is entitled to take back the reserved goods at the customer's expense. The exercise of the rights from the reservation of title or a request for surrender do not count as a withdrawal from the contract.

Warranty for software deliveries

The customer must immediately check the software or software parts supplied to ensure that they are free from defects and document any significant defects in detail and notify ZCS in writing within 14 days of delivery. ZCS endeavors to remedy significant reported defects within a reasonable period. In the absence of a timely, detailed notification of defects, the delivery is deemed to have been accepted and accepted without errors

Care and liability

ZCS provides the contractual services owed with due care. A certain success is only owed if it has been expressly guaranteed in a separate contractual agreement. ZCS assumes no liability for interruptions in the use of the software that serve to remedy defects, maintain, change the infrastructure, introduce new technologies or similar purposes. ZCS is only liable for damage from intentional or grossly negligent breach of its main contractual performance obligations as well as for damage from injury to life, limb or health that are based on a breach of duty for which ZCS is responsible. Otherwise, any liability in connection with the services regulated here is excluded to the greatest extent possible by law. In particular, ZCS is in no way liable for indirect damage, indirect damage, consequential damage, pure financial damage such as lost profit or unrealized savings, business interruptions, loss of earnings or sales and / or additional expenses, atypical and unforeseeable damage as well as for damage that the customer could have prevented by taking reasonable measures - such as data backup in particular. Insofar as ZCS is liable, ZCS is only liable in the amount of the typically foreseeable damage or the typically foreseeable expenses. The customer is not entitled to transfer his claims in this regard to third parties in whole or in part without the consent of ZCS.

Intellectual property

ZCS retains the copyrights and industrial property rights as well as the exploitation rights to the software supplied. Unless expressly agreed otherwise, the customer acquires a simple right to use the software. Otherwise, the customer's right of use is based on the license conditions for the respective ZCS product. ZCS reserves all rights for every design, every text, every graphic on its website, its publications and documentation, etc. Copying or other reproductions are only permitted for the purpose of placing an order with ZCS. Regardless of the medium used, ZCS reserves the property rights and copyrights to images, texts, drawings, calculations and other documents created by ZCS or on behalf of ZCS. Before passing them on to third parties, the customer requires the express written consent of ZCS.

Assignability of Claims

The customer is not entitled to assign contracts concluded with ZCS as a whole or individual rights or obligations arising therefrom or to transfer other rights and obligations from contracts concluded with ZCS in whole or in part to third parties without the consent of ZCS.

Final provisions

In case of doubt, these conditions remain binding in their remaining parts even if one or more provisions are legally ineffective. Should provisions be or become ineffective in whole or in part, they should be replaced by a provision that comes as close as possible to the economic purpose of the ineffective provision. Swiss law applies exclusively. The place of performance for all deliveries and services by ZCS is Ittigen. The exclusive place of jurisdiction is Bern.

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