



General Terms and Conditions of Prime Office AG

prime office
your technology coach

- Scope of Application** These General Terms and Conditions (“GTC”) lay down the legal relationship between Prime Office AG (hereinafter referred to as “Prime Office”) and its customers (hereinafter referred to as “the customer”) making use of services and products provided by Prime Office. By giving consent (verbally or electronically) and/or by using the services or products, the customer accepts these GTC of Prime Office AG. The GTC may be changed only by means of written agreements between Prime Office and the customer.
- Contract Conclusion** The contract between the customer and Prime Office only comes into effect when the customer places an order and Prime Office accepts it. Prime Office accepts the order by sending the customer an order confirmation by post, e-mail or fax or by sending the ordered goods and/or providing the requested services.
- Confidentiality** Prime Office shall instruct its employees and any third parties called in to treat in confidence documents and information relating to the business area or the private sphere of the customer. This also applies to all information which has been supplied for the purpose of providing the services.
- Service Portfolio** All information concerning the services and any supplementary services which the customer receives from Prime Office as part of an offer (e.g. Internet or product information sheets) are provided without obligation. In particular, changes to the appearance and technology as well as errors in the description, illustration and indication of price are excepted. Prime Office reserves the right to allow for deviations from the quotation documents and/or the order confirmation due to legal or technical norms.
- Quotations** Quotations are confidential and in some cases contain Prime Office know-how. Quotations must not be made available to unauthorized third parties.
Written quotations provided by Prime Office are valid for 30 days.
- Prices** Unless otherwise stated, all prices are in CHF, excluding VAT. The prices given apply to Switzerland. For services and products provided abroad, a surcharge applies.
- Guarantee** Prime Office guarantees that the services it provides match the service description. Any shortcomings or deviations (hereinafter referred to as “shortcomings”) in the services must be reported to Prime Office in writing within 10 days of discovery of the shortcoming. In that case, Prime Office shall rectify the shortcoming free of charge.
The guarantees given on services and products provided by third parties must be inferred from their terms of guarantee. Prime Office will provide assistance in making these warranty claims.
- Obligations** The customer undertakes to make use of the products and services provided under this contract in compliance with Swiss law and applicable international law. In the event of abuse, Prime Office reserves the right to discontinue service provision. Any direct and indirect costs incurred or claims made against Prime Office resulting from this customer behavior are to be borne by the customer.

Services Provided by Third Parties

To fulfill the contract, Prime Office may revert to products and services provided by third parties. In that case, the conditions of the third-party provider regarding the use of these products and services shall also apply to the customer and must be complied with. For this purpose, Prime Office shall make the conditions available to the customer. Prime Office may pass on to the customer any changes to products, services and prices made by third-party providers if these changes have a significant effect on the products or pricing of Prime Office.

Terms of Payment

Unless otherwise stated, the amounts due from product and service contracts are payable in advance, whereas services provided on a time and material basis are invoiced monthly.

Provided no agreements to the contrary have been reached, invoices are payable net within 30 days of the invoice date. Disagreements must be communicated to Prime Office in writing within 10 days of receipt of the invoice, otherwise the invoice shall be deemed accepted.

Liability

Prime Office is liable for direct damage in connection with the warranty claim or for other reasons arising from this contractual relation, provided it can be proved that the damage was caused by Prime Office employees through gross negligence or deliberately. Liability is limited to the contract amount and/or the yearly fee in the case of recurring fees. Prime Office expressly excludes any further liability, notably for damage arising from failure to fulfill contractual obligations on the part of the customer as well as indirect or consequential damage such as loss of profit or third-party claims.

Termination

Termination must be made in writing. Unless otherwise stated, a minimum contract period of one year applies to product and service contracts. This period is subsequently automatically extended by one year at the end of each term. Upon expiry of the minimum contract period, contracts may be cancelled with effect from the end of a contract year, subject to a three-month period of notice.

Place of Jurisdiction

The competent court in Zug (Switzerland) shall have jurisdiction.

Final Provisions

These GTC form an integral part of all quotations, offers, order confirmations and contracts.

When goods are offered and/or sold and/or services are provided, the version of the GTC valid at the time the contract is concluded shall exclusively apply.

If individual provisions of the contract are or become ineffective, this shall not affect the validity of the remaining provisions of the agreement.

These GTC apply as of 1 October 2006.