

## **GTC for the purchase and maintenance of LOCSIM products**

### **1. Scope of the terms and conditions**

- 1.1 The following terms and conditions apply to all services that LOCSIM AG, hereinafter referred to as the provider, provides in the field of sales and maintenance for hardware and software.
- 1.2 Customers who use a service of the provider accept these terms and conditions, unless they expressly state that they want other regulations.
- 1.3 Regulations and conditions that deviate from these GTC are agreed in writing between the provider and the customer concerned.
- 1.4 If both parties want to apply the general terms and conditions, the points that agree apply. The deviating must, if necessary, be negotiated if these are essential components of the contract. If the differences concern insignificant parts of the contract, the contract is still valid.
- 1.5 LOCSIM reserves the right to amend and supplement these General Terms and Conditions at any time.

### **2. Scope of delivery**

The delivery of the object of purchase takes place in accordance with the respective order confirmation of the provider. We reserve the right to make minor design changes. Minor deviations do not entitle you to file a complaint.

### **3. Price**

- 3.1. The prices for simulators, films and other products are invoiced on the basis of the respective order confirmation.
- 3.2 Changes to license costs will be communicated 12 months in advance.
- 3.3 According to the current price list, other services are offered on an hourly or daily rate charged.
- 3.4 For assignments on a Sunday or public holiday, 25% will be charged in addition to the hourly or daily rate.
- 3.5 We reserve the right to make changes to the price lists.

### **4. Payment terms**

- 4.1 Invoices are payable within 30 days by bank transfer without discount plus VAT in Swiss Francs, unless the invoice is explicitly made out in another currency.
- 4.2 In the event of late payment, 5% interest on arrears (annual interest) will be charged.
- 4.3 If the billing is incorrect, the customer concerned should inform the provider immediately. Otherwise, it can assume that the billing will be accepted.

## **5. Delivery and packaging costs**

- 5.1 LOCSIM table simulators are equipped at LOCSIM with the customer-specific initial installation (vehicle, routes, films) and packaged in a specially made wooden construction and delivered by the provider within one working day and set up ready for use at the customer's site. These costs are part of the purchase price
- 5.2 Should additional costs arise, they will be passed on to the customer.
- 5.3 New data (routes, vehicles, videos) or program changes are either installed by the customer via TeamViewer or transferred to a dropbox for download.

## **6. Delivery and assumption of risk**

- 6.1 Before delivery, the table simulators are checked and packaged in the customary manner. (according to point 5)
- 6.2 Danger and risk with regard to the delivered contractual products are transferred to the buyer after successful delivery. The buyer confirms receipt of the simulator by signing the delivery note.

## **7. Guarantee**

- 7.1 On every simulator manufactured by the provider, the provider grants a one-year guarantee on the hardware and software exclusively for a PC. The guarantee begins with the - in the sales contract resp. defined in the order confirmation - acceptance of the contractually owed delivery item / scope of delivery by the customer. Small adjustments are covered under this guarantee.
- 7.2 Separate guarantees from the PC supplier apply to the PC and are handed over to the customer when the simulator is handed over.
- 7.3 For simulators for which the provider has exclusively delivered and installed the software, the hardware warranty conditions of the simulator manufacturer apply.
- 7.4 For feature films or other programming orders, minor repairs are still under guarantee for three months after the acceptance date.

## **8. License**

- 8.1. The purchase of the LOCSIM software leads to annual license costs, which are invoiced from the second year of operation.
- 8.2. LOCSIM may, at its own discretion, provide a license free of charge to institutions that do not use the simulator for commercial purposes. Services such as support, advice and modifications will be invoiced at the hourly or daily rate according to the current price list.

## **9. License expiration**

- 9.1 The license agreement is concluded for an indefinite period.
- 9.2 Customers can terminate the contract with a notice period of 6 months at the end of a month.

## **10. License costs**

- 10.1 The license costs are based on the complexity of the simulator and are already communicated in the offer stage.
- 10.2 The costs are invoiced at the end of the year for the coming year and entitle the customer to use the software for another year after payment.

## **11. Maintenance of the software**

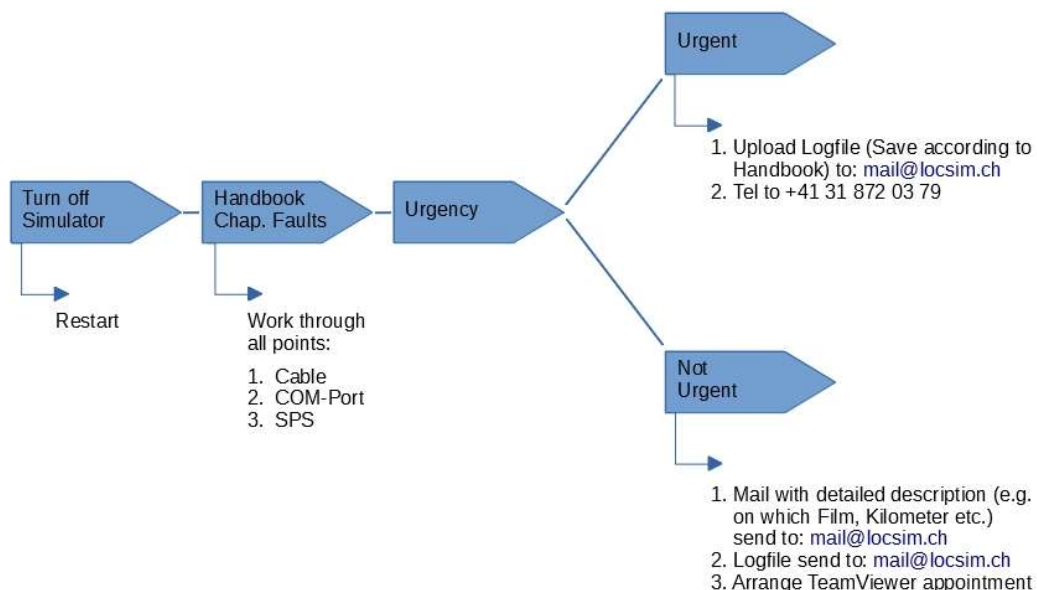
- 11.1 Maintenance of the LOCSIM software is part of the license and includes the following:
  - Telephone support and online interventions with advice during normal office hours
  - Upgrades of the program for improvements and bug fixes
  - Adaptation of the programs to new or changed hardware components as well as to new versions of the system software
  - Updating the documentation programs, especially if changes have been made to the software
  - Secure backup of the last program versions
  - Minor adjustments to the vehicle and route data
  - Management and updates of the software
  - Participation in the annual training day at LOCSIM
  - Operator's manual in one language
- 11.2 If maintenance services are provided at the location of the hardware or software, a flat-rate travel fee of two hours will be charged according to the price list in Switzerland, and abroad according to expenditure.
- 11.3 If the provider provides additional services free of charge, the customers have no performance or warranty claims.

## 12. Hardware maintenance

- 12.1 Maintenance of the hardware is not part of the license.
- 12.2 Exceptions can be minor maintenance work on the table simulators manufactured by LOC-SIM.
- 12.3 The provider carries out professional maintenance of the simulators for the customers if required. The goal is the greatest possible and uninterrupted availability, data security, network reliability and stability. This also includes measures to prevent data loss.
- 12.4 The provider supplies accessories and consumables for current hardware according to the current offer list. The provider also provides appropriate repair material and spare parts. The time required is based on the current price list in hourly or daily rate and the spare parts charged according to current consumption. At the customer's request, a cost estimate will be made if the expected costs are higher than CHF 1000.

## 13. Support

- 13.1 In the event of problems with the simulator, the following steps must be worked through before contacting the provider:



- 13.2 Accessibility by telephone during office hours.

## 14. Communication

- 14.1 The customers provide the provider with all information required for the contractual services.
- 14.2 The customers shall notify the provider of any address changes and other necessary information immediately.
- 14.3 Customers must notify the responsible contact person of the faults or defects to be rectified as quickly as possible, either by email or by telephone (see Section 13.1).

- 14.4 The provider must notify the customer as soon as possible if certain services cannot be provided for any reason or if there is a foreseeable business interruption in their company.

## **15. Security and privacy**

- 15.1 The provider undertakes to ensure state-of-the-art security in systems, programs, etc. that it owns and over which it has influence and to comply with the current data protection regulations.
- 15.2 The collection and processing of personal data from third parties by LOCSIM is explained in more detail in the privacy policy. This forms an integral contractual part of these GTC. The data protection declaration is available at [www.locsim.ch](http://www.locsim.ch) under Imprint.
- 15.3 Both contracting parties treat as confidential all information that is neither generally known nor generally accessible, in particular information about know-how and programming. In case of doubt, information must be treated confidentially. This confidentiality obligation already exists before the contract is concluded and continues after the contract is terminated.
- 15.4 Both parties oblige employees, consultants or other third parties who gain insight into the know-how and / or information of the contractual partner not intended for publication to the same strict confidentiality.

## **16. Liability**

- 16.1 The provider is liable for negligence, wilful breach of contract and gross negligence on the part of the entrepreneur and his employees. In the case of slight and moderate negligence, the provider is only liable in the event of a breach of an essential contractual obligation on the fulfilment of which the customer can rely. In these cases, liability exists only for foreseeable, contract-typical damage.
- 16.2 These limitations of liability do not apply in the event of injury to life, body or health, or in the event of liability under the Product Liability Act.
- 16.3 Customers are aware that errors can creep in even with careful software development and maintenance. According to Chapter 11, these will be remedied as quickly as possible.
- 16.4 The provider is not liable for defects and malfunctions for which it is not responsible, especially not for security deficiencies and operational failures of third-party companies with which it works or on which it is dependent.
- 16.5 The provider is also not liable for hardware or software products from third-party companies that it has sold or otherwise made available to the customer.

## **17. Copyrights and Rights of Use**

- 17.1 The provider retains copyrights and exploitation rights to the software it has developed. The provider grants the customer a non-exclusive (simple) right of use to the software it has made available, limited to the term of the contract.
- 17.2 The routes commissioned by customers and filmed on their route network remain the property of LOCSIM AG. The customers receive the exclusive right to use the synchronized films.
- 17.3 The synchronized series films may be used by the provider for commercial purposes such as trade fairs or exhibitions.
- 17.4 In general, all film material can be commercially exploited by the provider at its own discretion.

## **18. Final provisions**

- 18.1 Swiss law, namely the provisions of the Swiss Code of Obligations, applies to Swiss and foreign customers.
- 18.2 The parties will endeavour to resolve difficulties amicably.
- 18.3 If certain points are not regulated or individual provisions of these terms and conditions are ineffective, the contract will nonetheless remain in effect. The unregulated or ineffective points are to be replaced by an agreement that corresponds to the law and comes as close as possible to the will of both parties.
- 18.4 The place of jurisdiction is the registered office of the provider.

Schüpfen, 31st March 2023