

## General Terms and Conditions (GTC) Gertsch Consulting & Mode Vision

The General Terms and Conditions (GTC) have been translated from Germany to English with Deepl Pro automatically. In case of doubt, the German text applies.

### 1. Object

This provision forms the basis for all orders placed with Gertsch Consulting & Mode Vision, Mühlethalstrasse 79, CH-4800 Zofingen (hereinafter referred to as "Gertsch Consulting"), unless otherwise agreed in writing in individual cases. Any general terms and conditions of the customer only apply if they have been accepted in writing by Gertsch Consulting. These General Terms and Conditions form an integral part of all individual contracts between Gertsch Consulting and the customer.

### 2. Liability

Gertsch Consulting tries within the scope of its possibilities to ensure that the services are available to the customer as long as possible but does not assume any guarantee for uninterrupted and problem-free service provision. In case of service interruptions, e.g., due to technical problems or maintenance work (also from third parties), the customer has no claims against Gertsch Consulting. Gertsch Consulting excludes any liability as far as legally permissible. In particular, liability for all damages caused by Gertsch Consulting or its vicarious agents other than intentionally or through gross negligence is excluded. Unless otherwise agreed in writing, delivery periods and deadlines are planned dates without due date or fixed character and will be kept by Gertsch Consulting if possible.

### 3. Warranty

#### a) "pod - Pattern on Demand®"

Gertsch Consulting guarantees that the platform "pod - Pattern on Demand®" developed by it, together with the hardware or hardware recommendation supplied and installed by it, provides the services specified in writing in the agreed hardware and software environment. However, the parties are aware that according to the current state of the art it is not possible to create software in such a way that it works error-free in all applications and combinations. Gertsch Consulting does not guarantee that certain results can be achieved through the use of the services or software. The warranty period is three months from the date of acceptance. The productive use of the software supplied by Gertsch Consulting shall be deemed acceptance, unless otherwise agreed. Reproducible errors reported in writing during the warranty period will be corrected by Gertsch Consulting within a reasonable period of time. Instead of rectification work, Gertsch Consulting can also deliver a follow-up version of the software or provide a workaround. Other statutory warranty claims are expressly excluded but shall come to life again if the defect has not been remedied even after five attempts at rectification or replacement. If modifications to software, documents or data supplied by Gertsch Consulting were made by the customer or by third parties, all warranty claims are void. For third party software supplied by Gertsch Consulting, Gertsch Consulting only guarantees the program features which correspond to the contractual specifications or those guaranteed by the manufacturer. If a dongle is lost or damaged, the customer can no longer start the "pod - Pattern on Demand®" software supplied with the dongle. Loss due to theft or transfer, or damage to the dongle due to external circumstances and wear and tear of the dongle are within the buyer's sphere of risk. In such cases Gertsch Consulting can make the customer an offer for the purchase of a replacement dongle upon request.

#### b) Warranty Trade Products

For commercial products (hardware and software) Gertsch Consulting refers to the respective guarantee provisions of the individual suppliers.

### 4. use & rights

The customer receives the simple, non-transferable right to use the software. The customer does not acquire any rights to the software, the program code or documentation.

The customer guarantees that no unauthorized persons or third parties will gain access to the Gertsch Consulting servers or place their data / information there via the access options available to him. When using server hosting and housing services, the customer may only install his own scripts and other own programs in agreement and with the approval of Gertsch Consulting. The customer undertakes to comply with the applicable law when using the services. In particular, the use of the services for legally prohibited or immoral purposes or for their advertising is prohibited. Gertsch Consulting reserves the right to exclude the customer from the services in case of infringements. Gertsch Consulting has the right to change the work result in any way, to make copies of it and to use it further, observing the confidentiality obligations. Documents created by Gertsch Consulting (offers, concepts, diagrams etc.) remain, unless otherwise agreed, the property of Gertsch Consulting and may only be copied or passed on to third parties with the express written permission of Gertsch Consulting.

### 5. prices / terms of payment / cancellation

All prices are net in Swiss francs or euros, excluding VAT. Unless otherwise agreed (monthly invoice, advance payment, rent, etc.), payment shall be made as follows: 50% of the total amount is payable upon order confirmation, 50% upon delivery and within 10 days without deduction. Maintenance fees are to be paid annually in advance. Rentals must be paid 3, 6 or 12 months in advance. Monthly invoices are payable without deduction for 10 days.

In case of default of payment by the customer Gertsch Consulting sets a grace period of 5 days in writing. After expiry of the grace period, Gertsch Consulting is entitled either to continue to demand payment or to withdraw from the contract, to repossess the affected products and to claim damages. Reminder costs will be charged as follows:

1st reminder: free of charge, 2nd reminder: CHF/EUR 20.00, 3rd reminder: CHF/EUR 30.00.

Cancellation of orders by the customer is only possible with the written consent of Gertsch Consulting. Costs which Gertsch Consulting has already incurred are to be borne by the customer.

## 6. Retention of title

The delivered services/products remain the property of Gertsch Consulting until full payment has been received. Gertsch Consulting is entitled to have a retention of title entered in the relevant register.

Gertsch Consulting cannot register retention of title on designs / samples / garments / cuts and patterns - which were supplied by the customer - or created by the platform. These are or remain the property of the customer.

## 7. poaching

The employment or use of services in any form of employees and subcontractors of the contracting parties during the term of the contract and within two years after conclusion of the contract may only take place by mutual written agreement.

## 8. Data protection

Gertsch Consulting will process personal data (such as names, addresses, e-mail addresses, etc.) in accordance with the applicable data protection legislation. In particular, Gertsch Consulting has taken appropriate technical and organizational measures to protect personal data against loss and unauthorized access. Gertsch Consulting is authorized to pass on personal data to third parties within the scope of contract fulfilment. Gertsch Consulting will take appropriate measures to ensure that third parties process personal data in compliance with the applicable data protection legislation. Gertsch Consulting and any third parties called in by Gertsch Consulting may in particular use personal data in the following manner:

- a) To check the conditions for concluding a contract,
- b) to fulfil contractual obligations towards the customer,
- c) for address validation,
- d) to prevent unlawful use of the services,
- e) for invoicing,
- f) for financing and collection purposes and
- g) for the preparation of creditworthiness and credit information.

The personal data disclosed by the customer to Gertsch Consulting will be stored by Gertsch Consulting for as long as this is necessary for the execution of the contract. The customer acknowledges that longer retention periods may result from the mandatory applicable law. The customer has, within the scope of applicable law, the following rights in connection with the processing of his personal data: The customer has the right to know which personal data Gertsch Consulting processes about him. The customer also has the right to request that false personal data be corrected or that personal data be deleted. The customer can revoke or restrict his consent to the processing of personal data at any time. The customer also has the right to receive personal data on a computer-readable data carrier. The customer acknowledges that restrictions on the processing or deletion of his personal data can lead to Gertsch Consulting no longer being able to fulfil its contractual obligations towards the customer. If the customer has any questions or concerns regarding the processing of his personal data, he can contact the following office: Gertsch Consulting & Mode Vision, Mühlethalstrasse 79, CH-4800 Zofingen, Phone +41 (0)62 751 26 01, E-Mail: info@gertsch.

## 9. Final clauses

Gertsch Consulting can change these General Terms and Conditions at any time. The changes shall be notified to the customer in writing and shall be deemed to have been approved unless a written objection has been raised within a period of 30 days. Should individually provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. Rather, the invalid provision shall be replaced by a replacement provision corresponding to or at least approaching the purpose of the agreement, which the parties would have agreed to achieve the same economic result if they had known of the invalidity of this provision. The same applies accordingly to the incompleteness of these provisions. Gertsch Consulting and the customer undertake to make an attempt to reach an amicable settlement in the event of disagreements before the judge is called upon and at least to give the other party sufficient opportunity to make a written statement. This provision and all underlying individual contracts are subject to Swiss law to the exclusion of its conflict of law's provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The place of jurisdiction for all disputes arising from this contract is the court responsible for the registered office of Gertsch Consulting.