General Terms and Conditions of
screenFOODnet Digital Signage Retail Services AG

I. General provisions

1. These General Terms and Conditions (referred to in the following as "GTCs") regulate the rendering of all services, such as software development and licensing, project management and support, the sale of hardware, the provision of SaaS solutions and maintenance and support, which are rendered by screenFOODnet Digital Signage Retail Services AG (referred to in the following as "screenFOODnet") for customers.

2. These GTCs apply to the exclusion of any general terms of business and delivery of the customer. They also apply to all future services rendered to the customer by screenFOODnet even if the GTCs should not explicitly be agreed upon again.

3. Additional conditions of the supplier/manufacturer in question may apply for third-party products and services distributed to the customer by screenFOODnet.

II. Object and conclusion of contract

4. The conditions of the precise scope of the service and the specifications of the services to be rendered to the customer and the planning of this rendering of services in terms of time and content are laid out in the respective non-binding offer to the customer and in any appendices to the offer (requirement specifications, detailed specifications, schedule etc.). Additional agreements regarding software updates (see 22 of these GTCs) or upgrades (see 39 of these GTCs) and software licence agreements that are declared applicable also continue to apply.

5. Any contract with the customer (referred to in the following as "contract") only comes into effect after it has been confirmed by screenFOODnet after the customer has agreed to the non-binding offer. Here, the rendering of a service on the basis of an order from the customer or agreement by the customer to a non-binding offer is equivalent to an order confirmation unless the parties have previously agreed that both parties must sign in order to make a contract valid.

6. Communications of any kind regarding the contract must be in writing and sent by post, fax or email. The party sending the communication is responsible for furnishing proof of dispatch. Other forms of delivery (e.g. malfunction report in the ticketing system, storage on collaboration platforms etc.) that are deemed legally binding by the parties can be agreed upon in the contract.

7. Insofar as the aforementioned scope of services and specifications has not been finally set out at the time the contract is concluded, the parties will set these out mutually as part of the rendering of services, analyse the according requirements and then finalise them together based on this.

8. If the contract should contain any uncertainties, the parties will make every effort to eliminate these uncertainties in good faith.

III. Services

A. Rendering of services in general

9. screenFOODnet will render the services professionally and using suitable personnel.

10. screenFOODnet will provide the customer with a contact, who will be available to the customer for all matters involving the rendering of services. Any project organisation that deviates from this will also continue to apply.

11. screenFOODnet can engage third parties as part of the rendering of services and is solely responsible for the correct choice and instruction of said third parties.

12. Unless there is a written agreement to the contrary, screenFOODnet will not be responsible for the customer's data transfer infrastructure. Furthermore, screenFOODnet will assume no responsibility either for the availability and capacity of data transfer networks or for the error-free or interruption-free or punctual transfer of data.

13. Unless there is a written agreement to the contrary, the securing and restoration of the customer's data is not the responsibility of screenFOODnet.

B. Software development

14. screenFOODnet will provide software development services in accordance with the prescriptions agreed upon by the parties as set out in the schedule and the requirements document. Insofar as the contract provides for it, this will also contain the drawing up of user instructions, documentation and further documents.

a. Requirements document

15. The requirements document sets out all functional and technical stipulations that the software to be developed by screenFOODnet must take into consideration as an integral part of the contract.

16. Insofar as the customer is responsible for drawing up the requirements document, all additional software development costs that are caused by a defective or incomplete requirements document will be borne in full at the customer's expense.

17. Insofar as screenFOODnet is responsible for drawing up the requirements document, the customer – after notification of completion – must check it for defects or incompleteness within the term set out in the contract and complain about any defects. If this complaint should be made too late, all additional software development costs that are caused by a defective or incomplete requirements document will also be borne in full at the customer's expense.

b. Third-party software and services

18. screenFOODnet assumes no liability or guarantee for any third-party software or components (referred to in the following as "third-party software") – whether proprietary third-party software or Open Source. There is only a responsibility on the part of screenFOODnet for the use of this third-party software insofar as the interoperability or functionality of the interface between the work results of screenFOODnet and the third-party software has been expressly guaranteed in the contract and the default has been caused by errors in the work results of screenFOODnet.

19. The use of this third-party software by the customer and support in this are subject exclusively to the respective conditions of use or support of the manufacturer/licensor of the third-party software.

C. Maintenance and support

20. To the extent that it is provided for in the contract, screenFOODnet will provide customer support services on the basis of a fixed rate or effective cost. These can include the following services:

- Telephone information service (hotline) at the standby times in accordance with the contract and receiving support questions via email, telephone or ticketing system;
- Receiving and analysing of support cases reported by the customer in accordance with this contract in accordance with the standby and reaction times;
- Providing support services on location, by telephone, email or remote access;
- Undertaking suitable measures for troubleshooting within the intervention time in accordance with the contract and troubleshooting in accordance with the contract or in accordance with the best effort principle;
- Maintaining and guaranteeing the operation of the hosting and SaaS services made available to the customer at the agreed availability.

Support services contain the elimination of difficulties in the use of the software, and maintenance means the maintenance of the usability and operating safety of a system.

21. Should screenFOODnet determine, as part of error analysis, that the error in question is the responsibility of the customer or a third party (e.g. the software manufacturer), troubleshooting will be undertaken, after consultation with the customer, by screenFOODnet and then invoiced at cost or the support request passed on to the third party for processing.

22. Troubleshooting is always carried out – subject to deviating agreements – on the best effort principle, i.e. as part of the available operational and personnel resources of screenFOODnet. There is no guarantee by screenFOODnet to eliminate errors within the fixed resolution time.

23. The provision of software upgrades or updates requires the conclusion of corresponding additional agreements between screenFOODnet and the customer. Only the rights to the use of software upgrades or updates will be granted in these additional agreements. Any additional services from screenFOODnet must be remunerated separately at cost.

D. Consultation

24. screenFOODnet will provide consulting services in accordance with instructions from and under the guidance of the customer and will guarantee to act with due care within the scope of consultation agreed upon in this context. The consulting services will be deemed to have been rendered as soon as screenFOODnet has submitted the results of the consultation service to the customer.

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E. Purchase objects

25. Purchase objects will be delivered by screenFOODnet or the supplier directly to the customer's delivery address as specified in the order.

26. The benefits and risks of purchase objects are transferred to the customer when the object has been passed on for transport to the customer – even if the purchase objects are to be installed or put into operation by screenFOODnet. The customer is responsible for appropriate insurance to cover the time from the transport handover.

27. Insofar as purchase objects must be installed and put into operation by screenFOODnet, any services involved must be remunerated at cost unless there is an agreement to the contrary.

28. The features and conditions and scope of use of the purchase objects supplied by screenFOODnet (especially hardware products) are based on the information given in the product description and documentation of the manufacturer. In the absence of any other agreement, the version of the hardware that is current at the time of delivery will be supplied.

29. screenFOODnet reserves ownership of the purchase objects until the customer has paid for them in full. The customer will agree to register retention of title.

30. Insofar as objects are handed over to the customer for test or demonstration purposes, these will remain the property of screenFOODnet. Such objects must be handled with care by the customer and the customer must ensure that they can be returned to screenFOODnet at any time on request.

F. SaaS (Software as a Service)

31. screenFOODnet will make data storage and software available for use to the customer via the internet in accordance with the contractual specifications (rights to use of the software, application and data hosting, storage space, bandwidth etc.). screenFOODnet will engage third parties to make memory and an internet connection (infrastructure) available.

32. screenFOODnet is responsible for general maintenance as regards the currentness and stability of the server and client software in use. The time of the installation of the updates and upgrades provided by the respective software manufacturer will be determined by screenFOODnet. The customer is obliged to keep the client software up to date and not be more than two major releases behind the server software at any time. Services provided by screenFOODnet in connection with updating clients will be remunerated separately at cost.

33. Unless otherwise agreed in the contract, screenFOODnet will guarantee a minimum availability of memory and software of 98% per contractual year. Excepted from this are the standard maintenance windows of a maximum of 48 hours per year, interruptions that are the responsibility of third parties or the customer and interruptions that are caused by circumstances beyond the control of screenFOODnet, such as interruptions and malfunctions of data transfer from data transfer networks, interruptions and malfunctions caused by malware or force majeure.

34. Backups of the customer data available in screenFOODnet data storage are made every day in the form of snapshots. In this way we guarantee general availability. Any restoration of individual customer data is not possible.

35. The customer data stored on the screenFOODnet systems are kept for 90 days after the termination of the contract and then automatically deleted. Any additional services rendered by screenFOODnet will be remunerated separately.

G. Creation and distribution of contents

36. screenFOODnet will render services for the customer in the fields of planning and concept, configuration, layout, design and animations.

37. Unless stated differently in the agreement, a design proposal is included in electronic or paper form. If the customer releases the "material for production", the proposal becomes binding and the order will be given for the production of the contents.

38. The provision of the electronic data (graphics, texts, sounds, videos etc.) by the customer or third parties commissioned by the customer must adhere to the technical prescriptions set out by screenFOODnet. Any extra costs for conversion etc. arising from these prescriptions not being adhered to will be invoiced to the customer at cost.

39. Any liability on the part of screenFOODnet regarding the distribution of content via the screenFOODnet systems (cf. III/F of these GTCs) or – provided screenFOODnet is responsible in this respect – via the customer's systems, is limited, as per XII of these GTCs, exclusively to publication of content that is made too early or with errors in content – to the exclusion of any consequential damage or lost profit. Damage caused by deficient software or hardware configuration by the customer is definitely excluded.

H. Licensing of software

40. All property rights, especially copyright of the software licensed by screenFOODnet, belong exclusively to screenFOODnet or their suppliers and manufacturers. The customer only has those rights of use that are regulated by the licensing conditions and conditions of use agreed between screenFOODnet and the customer or directly between the customer and the suppliers/manufacturers.

I. Project management

41. As part of the assumption of project management tasks by screenFOODnet, the following tasks will be performed unless other specific agreements have been made:

- Planning, control and monitoring of the project in compliance with the factors of time, quality and, if no fixed price has been determined, budget
- Setting of framework conditions for project organisation
- Testing and documentation of changes to scope of performance
- Problem and conflict solution in project planning and execution and at the conclusion of the project
- Monitoring project progress and introduction of any immediate measures that may be necessary
- Reporting to the customer or the steering committee on how the project is progressing

42. The parties are both particularly aware that the project management will perform their tasks on behalf of both screenFOODnet and – at the customer's explicit request in terms of "outsourced" project management – the customer. The project management will, in regard to decisions or proposals that take place on behalf of the customer, adhere to them. The customer will exempt screenFOODnet and the project management completely from any responsibility in regard to all decisions or proposals made on behalf of the customer.

IV. Dates and schedules

43. screenFOODnet will render its services at the times provided for as far as possible. Deadlines are only binding if this has been agreed on expressly between the parties.

44. screenFOODnet can demand an appropriate adjustment of dates and schedules if it does not receive materials from its suppliers and subcontractors in time, the customer does not, or not sufficiently, fulfil his obligations to cooperate or if extraordinary events occur that screenFOODnet cannot influence (such as strikes, natural disasters etc.). In such cases screenFOODnet will bear no liability for damages.

45. Dates and schedules will also be deemed postponed or suspended if the customer is in arrears with his payments as set out in the contract.

46. If screenFOODnet cannot adhere to dates or schedules for reasons that it must justify, the customer must set an appropriate final deadline of at least 20 days, which means that the following dates are postponed by the length of this final deadline. Should screenFOODnet not keep to this final deadline either, the customer will be entitled to withdraw from the contract and demand damages arising from late delivery to the extent that the damage has been caused deliberately or as a result of gross negligence. The customer cannot make any further claims arising from an exceeded deadline.

V. Terms and conditions of payment

47. Remuneration for the services rendered by screenFOODnet are to be executed as follows, subject to any different conditions in the contract:

Software development, consultation, creation of content, project management, support & maintenance at cost	50% after placing of order 40% after delivery 10% after acceptance or monthly at cost
Licence fees / purchase of software	annually in advance / in advance
SaaS	quarterly in advance
Fixed maintenance / support rates	annually in advance

48. screenFOODnet will invoice the services and any use and support fees in accordance with the daily or hourly rates set out in the contract or in accordance with any fee structure that is valid after the conclusion of the contract. Services that are not included in the contract will be invoiced separately at the same rates.

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49. The rates named above exclude expenses and ancillary costs such as travel, catering and hotel costs, transport, packaging and insurance, customs, taxes (especially VAT) and other public levies.

50. Invoices are payable within 20 days of the invoice date. After the payment deadline has expired, the customer will be automatically in arrears without any express reminder or warning. In the case of not adhering to the payment deadline, the customer is obliged to pay reminder fees amounting to CHF 30.00 or € 20.00 for the first reminder and CHF 40.00 / € 25.00 for any further reminder.

51. After the payment deadline has expired, screenFOODnet can cease all services until all the invoices due have been paid in full. Any dates set in the contract will remain suspended for the duration of the arrears.

VI. Changes to the scope of services

52. The parties can suggest changes to the scope of services agreed upon or the specifications at any time.

53. screenFOODnet will implement these changes - if they are possible - within the originally agreed time and cost framework and inform the customer until when the decision regarding the implementation must be made. If it is not possible, screenFOODnet will estimate the additional costs arising from the changed requirements and submit an adapted offer to the customer for approval that has a time limitation.

54. If the customer does not accept the offer within the designated time, screenFOODnet will render the services within the scope originally agreed upon.

VII. Inspection of result-orientated services

55. The organisational, personnel, technical and schedule framework conditions for the inspection of result-orientated services (such as the development of customer-specific software) will be determined in the contract mutually by both parties in accordance with screenFOODnet stipulations.

56. The inspection should guarantee that

- the work result corresponds to the requirements and specifications set out in the contract;
- the data processing that is envisaged in accordance with the aforementioned requirements and specifications generates the correct results;
- there are no substantial errors.

57. screenFOODnet will show the customer the acceptability of the service rendered or hand over the services rendered to them. If the inspection does not take place within 30 days on account of negligence on the customer's part, the service rendered by screenFOODnet will be deemed as having been accepted.

58. If no substantial errors are found during the inspection (i.e. errors that prohibit or considerably impair the intended use and cannot be avoided using reasonable organisational or economic means), the service will be deemed rendered and troubleshooting will take place as part of any maintenance or support services that have been agreed. But if there are any substantial errors, the customer can demand the elimination of such errors within an appropriate or mutually agreed time. If the inspection is not successful despite a second appropriate extension and screenFOODnet does not succeed in eliminating the substantial errors, the customer – if the customer is not willing to accept partial fulfilment only – has the right to withdraw entirely from the contract. Otherwise, the customer can only demand a price reduction amounting to the minimum value of the part of the service affected by the substantial errors.

59. Productive use by the customer counts as acceptance without any further action or arrangement such as a written agreement being required. Productive use is also when the content available on the functioning server is not delivered to the clients because of delays for which screenFOODnet is not responsible.

VIII. The customer's obligations to cooperate

60. The customer must fulfil the technical, operational and personnel preconditions, provide the information and make the decisions, correctly and in good time, that are necessary for screenFOODnet to render its services.

61. The customer will ensure that screenFOODnet will receive the necessary access and rights to the customer's rooms, further facilities and IT systems.

62. Insofar as maintenance and support services by remote access are intended, the customer must provide screenFOODnet with secure online access to the customer's systems in accordance with the screenFOODnet stipulations. Insofar as remote access is not available as a result of negligence on the part of the customer, screenFOODnet is entitled to issue an invoice at cost for any intervention on location that may be necessary.

63. The customer will ensure that the rights of use granted by screenFOODnet as regards applications etc. are not exercised unprofessionally, in violation of contract or illegally.

64. The customer must report any malfunctions or defects in the service to screenFOODnet, stating the information necessary for appropriate checking, either in writing by post, fax or email or in the form specified in the contract. The customer must support screenFOODnet as far as is reasonable in the determination and analysis of defaults.

65. If the customer violates the aforementioned obligations to cooperate or those additionally specified in the contract, the customer must remunerate screenFOODnet for the extra costs resulting from this and/or compensate for any damages. Additionally, any dates or schedules will be extended accordingly.

IX. Rights to services

66. The rights to all the work results generated for the customer in these GTCs, such as concepts, designs, sketches, specifications, ideas, schemes, software codes, templates, contents etc. – independently of whether they are protected by law or not - belong to screenFOODnet. screenFOODnet will grant the customer the right to use the work results in accordance with the respective individual contract.

67. Unless there is any different regulation in the individual contract, the use of the aforementioned work results for the duration of the contractual cooperation is included in the agreed remuneration and is therefore deemed to have been provided. After the contractual cooperation has been terminated the use of the aforementioned work results is only permitted with express approval from screenFOODnet and on payment of an appropriate charge. Excepted from this are contents produced and made available to the customer on the customer's order (text, sound, image, video and any other multimedia contents). These may be used after the termination of the contractual cooperation and – provided they have been made available in uncompiled form – changed or processed by the customer.

68. screenFOODnet guarantees that it is the sole proprietor of all copyrights relevant to this contract or that the rights of use granted to the customer regarding the rights of third parties (models, actors, photographers, musicians, fen, image agencies etc.) are secured by contract both for the duration of the contract and after its termination. screenFOODnet also guarantees that it will only use individual elements of the aforementioned work results when rendering similar services for other customers if they are not traceable back to the customer and use of this kind has not been explicitly excluded in the individual contract.

69. In any case, the rights that apply in terms of the use of screenFOODnet software or third-party software remain reserved. These result from the respective additional agreements (licence contracts etc.) that the customer accepts when the software is installed.

X. Confidentiality and data protection

70. The parties are obliged to treat in strict confidence any operational and business secrets and other confidential information and information that is worthy of protection pertaining to the other party that may be exchanged between the parties, whether within the scope of the contract or not, and not use such information for their own purposes or the purposes of third parties.

71. The parties are also obliged to bind any employees or third parties engaged to fulfil their respective contractual obligations to maintain confidentiality using appropriate measures and provide evidence of this should the other party so request.

72. This obligation to confidentiality also applies after the termination of the contract.

XI. Liability

73. The parties are liable for damages caused deliberately and with gross negligence by the parties and/or their auxiliary persons. The parties are liable for any fault with regards to damage caused to persons and/or materials.

74. Insofar as is legally permitted, the liability specified above is limited to a sum amounting to the entirety of the remunerations that the customer has to pay as part of the contract, until a fixed contractual duration has expired or the first possible time after a contract has been duly terminated.

75. Excepted from this – subject to any mandatory legal regulations or an explicit contractual commitment on the part of screenFOODnet – is liability for data loss, the misuse of access data by unauthorised persons, the unintentional publication of information on the internet and any other indirect or consequential damages. screenFOODnet is also excluded from liability for damages caused to the customer that arise from the violation of obligations to cooperate by the customer or the permissible cessation of services by screenFOODnet.

XII. Guarantee

76. screenFOODnet guarantees the customer that the services will be rendered with professional care and using the latest technology. screenFOODnet guarantees the careful selection, instruction and supervision of the employees or auxiliary persons and subcontractors used to render the services.

77. screenFOODnet also guarantees that the qualitative, quantitative and other specifications validly agreed upon between the parties and required criteria will be adhered to. In regard to the result-orientated services (cf. VII of these GTCs), screenFOODnet is obliged to make all arrangements for a period of 6 months after the delivery or acceptance of the services or to eliminate any errors and defects in order to fulfil this guarantee. The precondition for this it that the customer informs screenFOODnet immediately after ascertaining the error, describing precisely the nature of the error and its attendant circumstances. The customer must also show that the defect has not been caused by a violation of operating, use or maintenance instructions, an independent alteration of operating parameters and conditions or changes to products or other services. Costs for eliminating defects are included in the agreed remuneration with the exception of errors and defects that could have been discovered by the customer using the necessary care during inspection.

78. Insofar as maintenance and support services have been agreed upon between the parties in the contract, the elimination of errors or defects is based exclusively on the conditions and stipulations of III/C of these GTCs or in accordance with the conditions of any separately concluded maintenance and support contract.

79. In regard to the licensing or making available of software, screenFOODnet guarantees neither the usability of the software for any concrete purpose nor the success of use, only the scope of functions available that are specified in the software documentation. The customer also acknowledges that it is not possible for screenFOODnet to exclude completely the possibility of software errors in any application or operating conditions.

80. The features and possible uses and conditions of purchase objects supplied by screenFOODnet (especially hardware products) are based on the information given in the product description and documentation of the manufacturer, subject to any different regulation in the contract. The customer must check the purchase objects immediately on delivery and complain about any defects immediately. Any guarantee rights of the customer are waived. Claims on the part of the purchaser are limited to screenFOODnet transferring the guarantee rights or manufacturer's guarantees in connection with the supplier or manufacturer to the customer or – should the supplier or manufacturer not accept the transfer – request them from the manufacturer or supplier. The guarantee rights or manufacturer's guarantees mentioned above can not be claimed or refused by the supplier or manufacturer if

- the operating environment or parameters such as ambient temperatures, dust, airflow or other factors defined by the manufacturer or supplier are not adhered to by the customer during operation

- there is damage to the purchase object resulting from natural wear and tear or ageing;
- there is damage to the purchase object resulting from inappropriate use or not following the user's instructions - unless this inappropriate use is caused by the user's instructions being faulty;
- there is damage to the purchase object resulting from repairs or other interventions that are not carried out by the manufacturer or a third party authorised by the manufacturer.

81. Insofar as the customer makes either his own work results or the work results of third parties available to screenFOODnet for the purpose of rendering its services, the customer will grant screenFOODnet all the rights necessary to adhere to IX of these GTCs.

XIII. Duration and termination of contract

82. Contracts aimed at the provision of ongoing services (e.g. maintenance and support contracts, hosting/SaaS contracts) will end either when the fixed term has elapsed or if terminated in accordance with the conditions agreed upon in the contract. In the absence of any special conditions of termination, each contractual party may terminate the contract giving three months notice before the end of a contractual year.

83. For any other contracts, legal stipulations will apply regarding duration and termination and the regulations specified in these GTCs will apply regarding withdrawal and premature cancellation.

84. Should there be any important reasons that make the continuation of the contract unacceptable in objective terms, the parties can terminate the contract immediately without notice. If the contractual relationship is terminated according to this condition, the customer must pay screenFOODnet in full for any services rendered by the time of the cancellation at cost.

XIV. Concluding provisions

85. Should any individual conditions specified in these GTCs be wholly or partially legally invalid or lose their legal validity at a later date, or if there should be contractual gaps, this will not influence the validity of the other conditions set out in these GTCs. In such a case, the legally invalid or missing conditions will be replaced with or complemented by conditions that come closest to the original economic and legal purpose of the GTCs.

86. These GTCs and the individual contracts are subject exclusively to Swiss law and exclude any references to conflict law provisions of foreign law contained in Swiss international private law (Schweizerisches Internationales Privatrecht, IPRG) or international treaties. screenFOODnet headquarters is the exclusive place of jurisdiction.