

General Terms and Conditions (GTC) of Sotronik GmbH

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These GTC apply to all offers, deliveries, and services ("Services") of Sotronik to business customers in Switzerland and abroad.

The GTC become an integral part of the contract through the order placement of Services by the business customer and shall prevail over any other agreements.

For cross-border cases (customer's seat or place of performance/delivery outside Switzerland), the International Annex (IA) applies in addition.

The current version of the GTC is published on www.sotronik.ch/kontakt.html

1. Scope and Order of Precedence

1.1 These GTC apply to all Services of Sotronik provided to business customers with registered offices in Switzerland and abroad.

1.2 Deviating conditions of the customer apply only if Sotronik has expressly agreed to them in writing.

1.3 Order of precedence in case of conflicts: (1) individually signed contracts/orders incl. Statement of Work (SoW), (2) offer/order confirmation, (3) International Annex (IA), if applicable, (4) these GTC, (5) appendices ((e.g., SLA, DPA/AVV, OSS list), unless expressly given higher priority.

1.4 International application (trigger). The International Annex (IA) automatically applies if the customer's registered office is outside Switzerland or if the place of performance/delivery lies abroad; in this case, the IA prevails over these GTC..

2. Contract Type and Scope of Services

2.1 Unless expressly agreed in writing as a contract for work and services, Sotronik renders Services as a mandate (Auftrag) within the meaning of Art. 394 et seq. Swiss Code of Obligations (CO). For work results owed, Art. 363 et seq. CO apply.

2.2 Scope and objectives of the Services are set out in the offer, order confirmation and/or SoW. Partial deliveries are permissible if reasonable for the customer.

3. Customer's Duties to Cooperate

3.1 The customer shall provide in due time all necessary information, decisions, access rights, test environments, data, and contact persons and shall ensure qualified cooperation.

3.2 The customer shall inform Sotronik prior to placing the order about applicable standards/regulations in the destination country as well as all relevant safety, occupational health, and accident prevention rules.

3.3 Delays or additional efforts due to incomplete or defective cooperation shall be borne by the customer.

4. Third-Party Systems and Open-Source Software

4.1 Sotronik may use suitable third-party products (hardware/software/cloud). Their license and usage terms apply additionally as a contract between the manufacturer/supplier and the business customer; Sotronik shall draw attention to this separately.

4.2 If open-source software is used, the respective OSS licenses apply.

5. Use of Subcontractors

5.1 Sotronik may engage qualified subcontractors and remains responsible for their performance.

6. Deadlines and Changes (Change Requests)

6.1 Deadlines are binding only if expressly confirmed in writing.

6.2 Schedules are reasonably extended if (a) customer information/decisions are missing or change, (b) the customer is in default, or (c) obstacles occur outside Sotronik's control.

6.3 Changes to the scope of Services require prior written consent of both parties, including possible effects on deadlines and prices.

7. Delivery and Acceptance

7.1 For contracts for work, the parties agree on acceptance criteria and test cases.

7.2 The customer shall examine delivered results without delay. Unless otherwise agreed, the Service is deemed accepted if (a) an agreed acceptance test is successful, (b) the customer uses the Service productively, or (c) the customer does not raise a substantiated defect notice within 10 business days after delivery.

7.3 Insignificant defects do not prevent acceptance; they shall be remedied on a defect list.

8. Prices, Expenses, and Payment Terms

8.1 Prices are quoted in CHF excluding VAT, duties, customs, transport/insurance, and travel/incidental expenses (charged at actual cost unless lump-sum agreed).

8.2 Unless otherwise agreed, Sotronik invoices monthly based on effort or milestones; payment terms are 30 days net from invoice date.

8.3 In case of default, the customer owes statutory default interest of 5% p.a. (Art. 104 CO) as well as reasonable reminder and collection costs.

8.4 Offsetting is permitted only with undisputed or legally established claims; rights of set-off and retention exist only from the same contractual relationship and not for minor defects.

8.5 Ownership of delivered hardware remains with Sotronik until full payment; Sotronik is entitled at any time to register the retention of title.

9. Rights to Work Results (IP Transfer)

9.1 All work results developed within a project for the customer – in particular software, source code, firmware, circuit diagrams, documentation, and other results ("Work Results") – pass into the ownership of the customer upon full payment of the agreed remuneration. The customer thereby obtains the exclusive, unlimited rights of use and exploitation in terms of time, territory, and content.

9.2 All rights to pre-existing know-how, standard components, libraries, tools, and methods ("Background IP") remain with Sotronik. To the extent necessary for the contractual use of the Work Results, Sotronik grants the customer a non-exclusive, perpetual right of use.

9.3 Sotronik may use generic knowledge, experience, and methods acquired during performance also in other projects, provided no confidential information or specific source code of the customer is disclosed.

9.4 Upon written request, Sotronik confirms the transfer of rights in a separate IP transfer confirmation.

10. Third-Party IP Rights (Indemnification)

10.1 Indemnification applies exclusively for Switzerland (for foreign cases as per the International Annex) and is subject to the liability limits under Section 13. It requires prompt written notice, transfer of defense to Sotronik, and cooperation by the customer. Sotronik may remedy by (i) modification, (ii) obtaining a license, or (iii) withdrawing the affected Service against reimbursement of fees paid; these remedies are final. Excluded are claims based on customer specifications/material, customer modifications, combinations with non-approved third-party systems, improper use, or breaches of OSS/third-party licenses. Indemnification applies only to claims raised within 12 months from acceptance.

11. Warranty

11.1 Services (mandate): Sotronik renders Services with due professional care; no guarantee of success is given.

11.2 Work/Software: Sotronik warrants that Work Results comply with agreed specifications at acceptance; warranty period is 12 months from acceptance.

11.3 Defects must be reported in detail. Sotronik remedies reproducible defects at its discretion by correction, workaround, or update. Replacement/travel/transport costs are borne by the customer unless Sotronik is responsible for the cause.

11.4 Warranty is excluded for natural wear and tear, improper use, modifications by the customer/third parties, use in non-approved environments, and force majeure.

11.5 Further warranty rights (reduction/rescission) are excluded to the maximum extent permitted by law.

12. Operating Conditions and Data Backup

12.1 The customer is responsible for an appropriate operating environment, versioning/updates, as well as security and backup concepts.

12.2 Software is inherently not completely error-free; uninterrupted availability is not guaranteed.

13. Liability

13.1 For slight negligence, Sotronik is liable only for direct, foreseeable damages from the breach of essential contractual obligations; liability is limited to the compensation paid by the customer for the affected Service in the 12 months preceding the damage (max. CHF 100,000 unless otherwise agreed); further liability is excluded.

13.2 Liability for loss of profit, production downtime, data loss, third-party claims, and other indirect or consequential damages is excluded.

13.3 No limitation applies in cases of intent or gross negligence by Sotronik, for personal injury, and for mandatory liability under product liability law.

14. Confidentiality

14.1 Both parties treat non-public information as confidential and use it solely for contract performance.

14.2 The duty of confidentiality applies during the contract term and for three years thereafter; statutory longer protection periods remain reserved.

14.3 Mandatory statutory disclosure remains reserved; the other party shall – as far as possible – be informed in advance.

15. Data Protection

15.1 Sotronik processes personal data in accordance with the Swiss Data Protection Act (revDSG).

15.2 Where Sotronik processes personal data on behalf of the customer, the parties shall conclude a data processing agreement (DPA) before processing; without a DPA, no personal data of the customer will be processed on behalf.

15.3 When using third-party/cloud services, Sotronik ensures – where applicable – an adequate level of data protection.

16. Use of Artificial Intelligence (AI)

16.1 Internal use: Sotronik uses AI-based tools in development and service provision; work results are reviewed with due care. Liability for errors caused solely by AI is excluded, except in cases of intent or gross negligence by Sotronik.

16.2 AI functionality in products: If AI becomes part of a product/system (e.g., pattern/sound detection), Sotronik warrants functionality according to the state of the art at delivery. No guarantee of complete, permanent, or error-free functionality.

16.3 Customer responsibility: Suitability testing, validation prior to productive use, and definition of safety/regulatory boundaries are the sole responsibility of the customer.

16.4 Data protection: Processing of customer data in AI systems takes place exclusively under Section 15 and – if required and possible – with prior customer consent.

17. Export, Sanctions, and Compliance Requirements

17.1 The customer is responsible for compliance with export and sanctions regulations when using or re-exporting deliverables.

18. Electronic Communication and Form

18.1 Contract-related communications may be made in text form, including e-mail. Electronic signatures (including qualified electronic signatures) are valid unless stricter form requirements are agreed.

19. Force Majeure

19.1 Neither party is liable for non-performance due to events beyond its control (e.g., natural events, war, pandemics, strikes, failure of critical infrastructure). Deadlines are reasonably extended.

20. Final Provisions

20.1 Governing law: Swiss law, excluding conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

20.2 Place of jurisdiction: Legal domicile of Sotronik.

20.3 Severability clause: The invalidity of individual provisions shall not affect the validity of the remaining provisions; the parties shall replace invalid provisions with such that come closest to the intended economic purpose.

20.4 Amendments/supplements, including this provision, require written form.

International Annex (IA) to the GTC of Sotronik GmbH

IA-1. Scope and Priority

1.1 This Annex applies in addition to the GTC as soon as the customer has its registered office outside Switzerland or Services/deliveries are rendered abroad.

1.2 In case of conflict, this Annex prevails. Otherwise, the GTC continue to apply.

IA-2. Governing Law and Dispute Resolution

2.1 Swiss law applies, excluding conflict-of-law rules and CISG. Exclusive place of jurisdiction is Sotronik's legal domicile.

IA-3. Territorial Scope of Indemnification (Sec. 10 GTC)

3.1 Indemnification under Sec. 10 GTC applies to the sales/application markets ("Territory") expressly specified in the offer/SoW.

3.2 If no Territory is specified: Switzerland + EU/EEA.

3.3 Indemnification covers reasonable defense and settlement costs and is subject to Sec. 13 liability limits.

Exclusions under Sec. 10.3 GTC remain.

3.4 Sotronik may reasonably support the customer in IP disputes. Costs are borne by the customer if the dispute is based on use outside the agreed Territory.

IA-4. Data Protection and International Data Flows

4.1 If Sotronik processes personal data of data subjects from the EU/EEA, this is carried out in accordance with Swiss Data Protection Act (DSG) and, where applicable, GDPR; details are governed by a DPA.

4.2 International data transfers occur only with adequate protection or based on recognized transfer instruments (e.g., EU Standard Contractual Clauses); subprocessors are contractually bound.

IA-5. Delivery, Transfer of Risk, Incoterms

5.1 Unless otherwise agreed in the offer/SoW, delivery is made under Incoterms® 2020: EXW Winterthur (EXW). Risk and costs of transport are borne by the customer; export/import clearance, customs, and duties are the customer's responsibility.

5.2 Deviations (e.g., DAP, CIP) require express agreement in the offer/SoW.

IA-6. Taxes, Duties, and Currency

6.1 All prices are net, exclusive of foreign taxes, duties, and customs. VAT is charged under applicable rules (esp. reverse charge for EU Services). The customer ensures compliance with tax obligations in its country.

6.2 Withholding taxes abroad are borne by the customer. Payments shall be made gross-up so that Sotronik receives net amounts, unless applicable law or a tax treaty provides for a zero or reduced rate.

6.3 Currency: CHF unless otherwise agreed in writing.

IA-7. Export Control and Sanctions

7.1 The customer complies with all applicable export, re-export, and sanctions rules (esp. CH/EU/UK/US). Transfer to sanctioned countries/end-uses is prohibited. Customer obtains required permits unless expressly Sotronik's obligation.

7.2 Customer indemnifies Sotronic on first demand against all losses due to breaches of export/sanctions law, unless solely caused by Sotronic.

7.3 In case of relevant sanctions events (e.g., new embargoes, listing of persons/entities), Sotronic may suspend Services or terminate the contract with immediate effect.

IA-8. Contract Language

8.1 The contract language is the language of the contract document provided by Sotronic (German or English). Translations are for information only; the signed version prevails.

IA-9. Amendments of the Annex

9.1 Amendments/supplements require written form and express consent of both parties. Sotronic may unilaterally amend if required by legal/regulatory obligations. In such case, Sotronic informs the customer at least 30 days in advance.