

GENERAL TERMS AND CONDITIONS OF XEROX AG

Purchase

These general terms and conditions are for information only. The Xerox AG General Terms and Conditions in German or French apply.

1. SCOPE AND APPLICATION

- 1.1 These Terms and Conditions ("Terms") govern the conclusion, content and execution of sales contracts between Xerox AG ("Xerox") and the "Customer", hereinafter also referred to as the "Purchaser".
- 1.2 Xerox acts both in its own name and in the name and on behalf of Xerox Finance AG.
- 1.3 These Terms and Conditions apply unless written agreements to the contrary are made in the contract in individual cases. The Customer's general terms and conditions of business or delivery do not apply, even if reference is made to them in their offer or other associated documents.

2. MAINTENANCE AND READINESS FOR MAINTENANCE

- 2.1 Xerox maintenance services are regulated in separate Terms.
- 2.2 Unless otherwise specified, Xerox provides the maintenance services during the currently valid standby times and maintenance zones within Switzerland and the Principality of Liechtenstein as notified (published) by Xerox.
- 2.3 Normal Maintenance Readiness:
- Monday through Friday (excluding national and regional holidays) between 08:00 a.m. and 5:00 p.m.
- 2.4 Special maintenance readiness:
- Extended or increased maintenance readiness according to separate agreement.

3. PRICES AND TERMS OF PAYMENT

- 3.1 The purchase price is exclusive of the statutory value-added tax.
- 3.2 All claims are payable net within thirty (30) days of the invoice date.
- 3.3 The customer is automatically in default when the due date comes into effect. A default interest of 5% per year will be charged for late payment. In addition, a further CHF 25.00 per reminder and a further CHF 35.00 per registered letter will be charged. Collection fees will be charged additionally according to expenditure, whereby they will in any case amount to at least CHF 150.00. We reserve the right to assert any further damage caused by delay.

4. PROPERTY

- 4.1 The object of purchase remains the property of Xerox until full payment has been made. Xerox can enter the retention of title in the retention of title register. Claims of the Buyer against third parties from any unauthorized disposal of the object of purchase are transferred to Xerox. In the event of a seizure or other impairment of Xerox's rights by third parties, the Customer is obligated to point out the retention of title and to inform Xerox immediately in writing.

5. INTELLECTUAL PROPERTY

- 5.1 Except as provided herein, neither Party shall acquire any right, title or interest in the Intellectual Property of the other Party or its licensors.
- 5.2 The licensing of Software is governed by separate Xerox Terms and Conditions.
- 5.3 Third-party Software, as well as third-party Cloud services, are subject to the terms of use and maintenance provided by the respective provider.

6. DELIVERY, TRANSPORT, INSTALLATION

- 6.1 The delivery will be made, if possible, on the date requested by the buyer. However, delays do not constitute a right of withdrawal or a claim for damages on the part of the purchaser.
- 6.2 Unless otherwise expressly agreed, the prices do not include, in particular, customs and tax duties, fees and costs for packaging, delivery, transport, insurance of the printers until delivery to the location designated by the customer, unpacking, training and removal on termination of the contract. The early SWICO take-back, recycling and disposal fee (vRG) is included in the prices.
- 6.3 At the time of the agreed delivery, the buyer shall create the necessary installation conditions (electrical connections, air conditioning if necessary, etc.).

7. ACCEPTANCE

- 7.1 Devices without operating software: Individual devices shall be deemed to have been accepted by the buyer as soon as the agreed scope of delivery has been fulfilled. The commencement of operations shall in any case be deemed to be acceptance.
- 7.2 Systems with operating software: Systems shall be deemed to have been accepted by the buyer as soon as the agreed scope of delivery has been fulfilled and if all essential functions run in accordance with the specifications. The connection of the Xerox system to third-party systems is the responsibility of the Customer, unless otherwise agreed. The commencement of operations shall in any case be deemed acceptance.
- 7.3 Notice of Defects: If defects are found during acceptance that do not significantly affect or make impossible the functionality and/or proper operation of the equipment supplied by Xerox, the equipment is deemed to have been accepted without any claim to reduction, but subject to the reservation that the defect be corrected in a timely manner.

8. WARRANTY OF QUALITY

- 8.1 Xerox warrants that the Product will perform as warranted for the agreed upon period of time or, in the absence

GENERAL TERMS AND CONDITIONS OF XEROX AG

Purchase

These general terms and conditions are for information only. The Xerox AG General Terms and Conditions in German or French apply.

thereof, for a maximum of twelve (12) months from the date of delivery, and that the Product will not have defects that cancel or significantly reduce its value and suitability for its intended use.

- 8.2 Warranty claims shall be limited to the right to repair or replacement free of charge and shall not extend to wear and tear repairs, maintenance and cleaning work caused by the operation of the equipment. Damages caused by external influences and incorrect operation are excluded from the warranty claim.
- 8.3 The devices are either newly built or generally overhauled according to the contract form.
- 8.4 Newly built units contain components which have been reconditioned in the manufacturer's works using parts that have been taken back. While Xerox places great emphasis on the principles of environmental protection, Xerox guarantees that newly built equipment, even if remanufactured components are used, will always fully meet the requirements for new equipment in terms of performance, reliability, service life and all other specifications.
- 8.5 Reconditioned equipment has been fully inspected, reconditioned and, where necessary, fitted with new or reconditioned components at the Xerox Service Center. Overhauled equipment has been subjected to extensive testing to verify its functionality.
- 8.6 Work outside of Xerox's regular business hours is subject to a charge. Warranty claims outside of Xerox service zones are void.

9 LEGAL WARRANTY

- 9.1 Xerox warrants that its services do not violate any third-party property rights.
- 9.2 As soon as the Customer becomes aware of a possible infringement of property rights, he will inform Xerox. Customer will leave it to Xerox, within the scope of the applicable procedural law, to independently defend against the claim and settle it, provide Xerox with all available information and grant Xerox all support and authority to defend against such a claim, as well as not settling such legal disputes by way of settlement without Xerox's prior consent.
- 9.3 Xerox's liability for third party claims resulting from breaches of legal warranty is limited to claims that arise from legally enforceable court or arbitration awards, which were settled by Customer with Xerox's consent or whose existence was acknowledged by Xerox. Xerox will not contest claims that are obviously justified. Xerox will also reimburse Customer for reasonable attorney's fees arising from the aforementioned court or arbitration proceedings. This is provided that Customer promptly notifies Xerox of the assertion of such a claim, authorizes Xerox to independently defend against the claim and settle it, provides all available information at Customer's expense

and grants Xerox all support and authority to defend against such a claim, and has not settled such litigation by compromise without Xerox's prior consent.

- 9.4 If the third party has obtained or threatens to obtain a prohibition against Customer from obtaining or using some or all of the Services, Xerox will, at its option, terminate the Agreement:
- a) replace the Services with other non-infringing Services; or
- b) adapt the services so that they no longer infringe the rights of third parties,
- This is, however, always provided that the contractually essential functionalities of the services are maintained and such replacement or adaptation is carried out without significant impairment of the customer's operational processes.
- 9.5 If neither a replacement nor an adjustment can be effected, the customer may extraordinarily terminate the corresponding service or partial service.
- 9.6 In addition, Xerox is not liable for infringement actions or claims resulting from the use of a computer system in conjunction with other systems, software or data not provided by Xerox.
- 9.7 Warranty for Third Party Cloud Services: Only the warranty terms agreed between Customer and the third party apply to third party Cloud Services. Xerox excludes all warranties of title and non-infringement.

10 LIABILITY

- 10.1 Each party shall be liable to the other party for the direct damage caused to the other party by culpable breach of this contract.
- 10.2 The liability for damages of the other party caused by intentional or grossly negligent breach of contract is unlimited. In all other cases the liability for damages caused by or in connection with this contract is (a) unlimited for personal injury and (b) for other damages in total limited to the purchase price paid by the customer.
- 10.3 Notwithstanding the preceding paragraphs, any liability from or in connection with this contract for indirect and consequential damages, such as loss of profit, business interruptions or loss of data, is excluded to the extent permitted by law.
- 10.4 The Customer is liable for all damages caused to Xerox as a result of the use of the provided Software contrary to care or instructions. The Customer is liable for such damages in accordance with the statutory provisions and without application of sections 10.2 and 10.3 of these TERM.
- 10.5 In the case of cloud services of third parties, only the liability provisions agreed between the Customer and the third party shall apply. Xerox excludes all liability for third-party cloud services.

GENERAL TERMS AND CONDITIONS OF XEROX AG

Purchase

These general terms and conditions are for information only. The Xerox AG General Terms and Conditions in German or French apply.

11. EXPORT CONTROL

- 11.1 The Customer undertakes to comply with all applicable export control regulations in connection with the import, export and re-export of pressure equipment, software or other services under this contract, in particular the relevant regulations of the US Department of Commerce, the US Department of Treasury and the US Department of State.

12. PROVISION OF SERVICES BY THIRD PARTIES

- 12.1 Xerox is entitled to have services performed by third parties (subcontractors or auxiliary persons). It is responsible for the selection, instruction and supervision of the subcontractors.

13 DATA PROTECTION

- 13.1 Applicable data protection regulations must be observed.
- 13.2 Within the scope of the contractual relationship with the customer, it is also necessary to process personal data. The Customer gives his consent to this and agrees that Xerox may also disclose such data to third parties, e.g. affiliated companies, suppliers, specialist dealers, service organizations, subcontractors, freight forwarders, credit institutions, etc. in Switzerland or abroad in connection with the processing and maintenance of the business relationship.
- 13.3 Xerox will take appropriate organizational, technical and contractual precautions to ensure data protection.
- 13.4 Xerox will at all times process Customer Data in accordance with Xerox's Privacy Policy and the applicable privacy regulations.
- 13.5 Xerox will notify the Customer immediately in the event of known unauthorized access to or use of Customer information.

14. WRITTEN FORM

- 14.1 Amendments and supplements to the contract require written agreement.

15. APPLICABLE LAW AND PLACE OF JURISDICTION

- 15.1 Swiss substantive law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 15.2 Exclusive place of jurisdiction is Zurich ZH, Switzerland. Xerox reserves the right to bring proceedings before other competent courts.

Page: 3 / 3
Valid from: 01.07.2020

Xerox AG
Sägereistrasse 29
CH-8152 Glattbrugg

Xerox Terms Purchase 07.20

©2020 Xerox Corporation. All rights reserved. Xerox® is a trademark of Xerox Corporation in the United States and/or other countries. BR31978