

## **Additional Terms and Conditions**

*DAITA AG – General Terms supplementing Quotes / Offers*

These terms apply in addition to the commercial terms set out in the applicable Quote/Offer (including, but not limited to, price, payment terms, billing method and frequency, delivery method, and maintenance/support duration). In case of conflict, the terms expressly stated in the Quote/Offer shall prevail for the matters addressed therein; for all other matters, the terms below apply.

### **1. Offer Validity and Acceptance**

- The Quote/Offer is valid only for the validity period stated therein. Acceptance after this period requires written reconfirmation by DAITA AG.
- The order becomes binding only upon written acceptance by the End User (signed copy) as referenced in the Quote/Offer.

### **2. Pricing, Taxes and Currency**

- Unless otherwise stated in the Quote/Offer, all stated prices include applicable VAT and other statutory taxes or levies, which will be itemized on the invoice and are part of the total amount payable by the End User.
- Prices are based on current exchange rates and manufacturer/licensor price lists at the time of the Quote/Offer. Should the licensor's price increase prior to order placement with the licensor, DAITA AG reserves the right to adjust the price accordingly and will inform the End User without delay.

### **3. Invoicing and Payment**

- Invoicing follows the billing method and billing frequency stated in the Quote/Offer.
- Payment is due within the payment term stated in the Quote/Offer, calculated from the invoice date, without any deduction, discount or set-off, unless the End User's counterclaim is undisputed or has been confirmed by final court decision.
- If payment is not received by the due date, statutory default interest and reasonable reminder/collection fees shall apply, and DAITA AG may suspend delivery, cancel subscription or renewal of the license/maintenance until payment is received in full.

### **4. License, Delivery and Use Rights**

- The product is delivered by the method stated in the Quote/Offer (e.g. electronically: license key/activation code and/or download link) after receipt of the End User's written acceptance of the Quote/Offer. Delivery is generally not contingent on prior receipt of payment by DAITA AG; however, the agreed payment terms remain due in full regardless of the timing of delivery and irrespective of whether the product has been activated or used.



- Use of the software is governed by the manufacturer's/licensor's Software Transaction Agreement and/or End User License Agreement (EULA) and applicable license terms, as published by the manufacturer at the time of the Quote/Offer. The End User accepts these terms upon installation/first use. DAITA AG acts solely as a reseller/distributor and provides no license rights beyond those granted by the manufacturer, and shall inform the End User of the applicable manufacturer terms.
- DAITA AG shall not be liable for delays, errors or interruptions caused by the manufacturer, licensor or its activation/licensing systems.

## **5. Maintenance and Support**

- Any maintenance/support period stated in the Quote/Offer refers to the manufacturer's standard maintenance/support program (updates, upgrades and technical support as defined by the manufacturer). Maintenance services are provided by the manufacturer/licensor according to its then-current support policy, not by DAITA AG.

## **6. Order Changes, Cancellation and Returns**

- Software license/subscription orders are non-cancellable and non-refundable once the corresponding order has been placed with and approved by the manufacturer/licensor, as software licenses cannot be returned and such orders generally cannot be cancelled or rescheduled at that stage.
- Any request by the End User to cancel, postpone or amend the order after written acceptance must be made in writing and may only be accommodated to the extent the manufacturer/licensor permits; any costs charged by the manufacturer/licensor in such case shall be passed on to the End User.

## **7. Warranty and Liability**

- DAITA AG does not provide any warranty beyond the warranty granted by the manufacturer/licensor for the product. Any warranty claims must be addressed in accordance with the manufacturer's warranty terms.
- To the extent permitted by law, DAITA AG's liability for any claims arising from or in connection with the Quote/Offer – regardless of legal basis – is limited to the total order value (price excluding tax stated in the Quote/Offer).
- DAITA AG shall not be liable for indirect or consequential damages, including but not limited to loss of profit, loss of data, or business interruption, except in cases of intent or gross negligence.
- The End User is responsible for maintaining appropriate backups of its own data; DAITA AG accepts no liability for data loss.

- Where DAITA AG's liability towards the manufacturer/licensor for a given product or order is limited or excluded under the manufacturer's reseller terms, DAITA AG's liability towards the End User for the same matter shall be limited or excluded to the same extent, without prejudice to the limits set out above.

## 8. Confidentiality

- Both parties shall treat the commercial terms of the Quote/Offer (prices, discounts, payment terms) as confidential and shall not disclose them to third parties without the other party's prior written consent, except as required by law.
- Please note that by placing your order, you consent to our sharing your company's personal data—as necessary to fulfill the contract—with the supplier.
- DAITA AG processes personal data of the End User (including company representatives and contact persons) in accordance with applicable data protection laws, including the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR). Full details on the nature, scope, and purpose of such data processing, as well as the rights of data subjects, are set out in DAITA AG's Privacy Policy, available at: <https://www.daitatech.com/privacy>

## 9. Force Majeure

- Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, strikes, governmental action, or failures of the manufacturer/licensor's systems. Affected deadlines shall be extended by the duration of the hindrance.

## 10. Governing Law and Jurisdiction

- The Quote/Offer and these Additional Terms and Conditions are governed by Swiss law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
- The exclusive place of jurisdiction for any disputes arising from or in connection with the Quote/Offer is Wollerau, Switzerland (Canton of Schwyz), without prejudice to any mandatory consumer-protection jurisdiction rules, if applicable.

## 11. Miscellaneous

- Should any provision of these Additional Terms be or become invalid, the validity of the remaining provisions and of the Quote/Offer shall not be affected.
- Any amendments, side agreements or waivers must be made in writing to be valid.

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