

Instore Solutions GmbH – Terms and Conditions

1 General

1.1 Object and validity

Instore Solutions GmbH in Hünenberg See (hereinafter referred to as "Instore Solutions") offers its customers a comprehensive range of services and products in the area of IT, digital marketing, digital analytics and security. Services and considerations are specified in customer-specific offers or individual contracts between the customer and Instore Solutions. This regulates in particular the type of services to be provided by Instore Solutions, their scope, duration and remuneration.

As soon as the customer accepts services from Instore Solutions, the present general terms and conditions (hereinafter referred to as "GTC") apply as the content of the individual contract. Purchasing conditions or other conditions of the customer are only valid if and insofar as they have been expressly accepted in writing by Instore Solutions and do not conflict with these terms and conditions.

These general terms and conditions regulate the general provisions in the first section under number 1 ff., which apply in any case to the provision of services by Instore Solutions. In the following sections (sections 2 ff. - 4 ff.) the regulations for specific contractual services are specified.

These terms and conditions come into effect on July 1, 2013 and replace all previous versions. Instore Solutions reserves the right to change these terms and conditions as well as the other conditions at any time. Such changes will be communicated to the customer in writing and are deemed to have been approved if the customer does not declare in writing within 20 days of the notification that he does not agree to the changes. In the case of long-term obligations, Instore Solutions reserves the right to terminate the contractual relationship extraordinarily and prematurely at the time the amended GTC come into force.

1.2 Services provided by Instore Solutions

Instore Solutions provides its services in accordance with the conditions agreed in the present provisions and in the individual contracts. It fulfills its contractual obligations in a professional and careful manner. Instore Solutions is authorized to involve third parties for the provision of services.

1.3 Customer Obligations

The customer undertakes to provide Instore Solutions with the necessary information free of charge and to create and maintain in its environment all operational, personnel, organizational, technical and other requirements necessary for the provision of services by Instore Solutions, so that Instore Solutions can provide the services (e.g. access authorization for Instore Solutions employees). The customer is solely responsible for the selection, configuration, use and use of the products and their suitability for the purpose intended by the customer. The customer is solely responsible for the necessary security measures to protect stored data from possible destruction. Delays and additional effort on the part of Instore Solutions due to late or incorrect fulfillment of preparatory or cooperation obligations shall be borne entirely by the customer.

1.4 Prices, Price Changes and Terms of Payment

The prices stated in the offer are based on the principles known when the offer was made and only cover the services mentioned

therein. Unless otherwise stated, the prices are net in EUR, without VAT, from domicile of Instore Solutions. If relevant, applicable VAT will be charged in addition to the rates applicable when invoicing. Instore Solutions invoices are due on the 30th day after the invoice date, net, without any deductions. Unjustified deductions will be charged against processing fees. In the event of payment default, Instore Solutions is entitled to charge default interest of 7% p.a., collection and processing fees from the date of the first reminder. The customer is not entitled to offset any counterclaims with claims from Instore Solutions.

1.5 Liability

Instore Solutions is only liable for direct damage, if it can be demonstrated that it was caused by gross negligence or intent on the part of Instore Solutions. Liability for damage caused by slight negligence is in any case limited to the amount of the remuneration for the contractual service in question, but at most to CHF 50,000. If an order is divided into sub-orders or sub-projects, the maximum liability limit is the fee paid by Instore Solutions for the respective sub-order or sub-project. Any further liability of Instore Solutions for damage of any kind is excluded. In particular, Instore Solutions assumes no liability for data loss, for the cost of data recovery, loss of production, loss of use, unrealized savings, loss of orders, lost profit and other indirect or consequential damage.

In particular, Instore Solutions is not liable:

- a) if the customer does not, does not perform preparatory or cooperative actions, which are necessary for the fulfillment of the contract by Instore Solutions, correctly or in time, or if he does not provide and maintain the framework conditions for the provision of services by Instore Solutions;
- b) if there are obstacles that are outside the direct area of responsibility of Instore Solutions, e.g. significant malfunctions, incorrect or late deliveries (e.g. hardware and software) or official measures;
- c) in the event of a delay in delivery that Instore Solutions did not cause itself.

1.6 Confidentiality

Both contracting parties mutually undertake to maintain the confidentiality of all facts, concepts, procedures, documents, data and information ("Confidential Information") that they have learned about in the preparation and implementation of the individual contract, which relate to the business sphere of the other contracting party and for which one of the parties has a particular interest in confidentiality. The parties treat confidential information with the same care and discretion as their own confidential information.

The parties shall ensure that such confidential information is not used improperly or in any other way by themselves, their auxiliary persons or commissioned third parties, nor is it made accessible to third parties in any way for unauthorized use. The customer will treat data about the employees employed by Instore Solutions confidentially in accordance with the provisions of data protection law. These discretionary obligations continue to apply even after termination of the contractual relationship between Instore Solutions and the customer, insofar as there is a legitimate interest.

1.7 Change Management

During the term of the individual contract, both contracting parties can propose changes to the agreed services at any time in writing. In the event of a change request by the customer, Instore Solutions must inform the customer within a reasonable

period of time whether the desired change is possible and, if so, what effects it has on the individual contract, in particular on price, quality and deadlines. If detailed clarifications are required, the customer bears the corresponding costs and expenses of Instore Solutions. A change in the agreed services is only considered to be binding, if both parties have signed a corresponding additional agreement.

1.8 Termination of Contract

Unless otherwise agreed and provided that the existing agreement is a long-term contractual relationship of indefinite duration, the individual contract can be terminated by either party at any time with three months' notice to the end of the month.

1.9 Employee Recruitment

The contracting parties undertake not to entice those directly involved in the execution of services or other, non-participating employees of the contracting party either for themselves or for third parties, or to have them indirectly recruited by third parties. The employment or use of services in any form by employees of the other contractual partner during the contract period and within one year after the fulfillment of the contract may only take place with the written consent of the parties. In the event of an infringement, the party in breach of contract undertakes to immediately pay a contractual penalty in the amount of a gross annual salary of the recruited employee, but at least CHF 50,000. We reserve the right to assert further claims for damages, to which the contractual penalty is to be offset, however, as well as the right to enforcement.

1.10 Data Protection

The customer agrees that Instore Solutions processes customer-related data to check the creditworthiness of the customer and may provide those to a credit insurance company commissioned by Instore Solutions or may be processed to calculate credit and market risks. The customer also authorizes Instore Solutions to process and evaluate his data in order to offer the customer further products and services, also from third parties in which the customer might be interested, or to send him information in his mail or e-mail. Instore Solutions can also transmit the aforementioned customer data to other companies in the Instore Solutions Group for the same purpose.

1.11 Transfer

Rights and / or obligations from the individual contract can only be transferred by one party with the written consent of the other party. Instore Solutions reserves the right to assign or sell financial claims against the customer to third parties in Switzerland and abroad (e.g. factoring).

1.12 Written Form

All subsidiary agreements, changes, additions and legally significant declarations must be in writing in order to be valid.

1.13 Partial Nullity

Should individual provisions be or become invalid or invalid, the validity and effectiveness of the remaining provisions remain unaffected. In such a case, the invalid provision must be reinterpreted or supplemented in such a way that the intended purpose of the regulation is achieved as far as possible.

1.14 Applicable Law and Place of Jurisdiction

The individual contracts and the general terms and conditions are exclusively subject to Swiss law. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationships is the competent courts at the headquarters of Instore Solutions. Instore Solutions is, however, entitled to sue the customer at their registered office / place of residence.

2 Sales and Delivery of Products

2.1 Object and Validity

"Products" are machines, devices, components, software, services and accessories offered and sold by Instore Solutions, in particular hardware and software or parts thereof, capacity expansions and additional devices, as well as services.

Instore Solutions supplies the customer with the products specified in the offer, the order confirmation or the individual contract. The type and quantity of the products to be delivered are regulated in the respective individual contract. Without a written agreement to the contrary, each individual order is to be regarded as a separate purchase contract. A subsequent change to an order must be approved by Instore Solutions. If the customer subsequently changes an order, Instore Solutions can charge a processing fee.

2.2 Delivery of the Products

The order confirmation is generally decisive for the scope and execution of the delivery. In the absence of an order confirmation, the offer from Instore Solutions or another order placed by the customer is decisive.

The delivery dates specified by Instore Solutions are only to be regarded as guidelines, unless otherwise expressly stated in writing. A delivery date is therefore given to the best of our knowledge, but without guarantee. This applies in particular - but not only - in the event of delivery delays due to replenishment problems at the supplier. Instore Solutions is not liable for delays. Instore Solutions endeavors to develop appropriate alternatives. The customer must bear the consequences of delays for which the customer is responsible, in particular additional costs incurred for Instore Solutions.

Instore Solutions can make changes to the order confirmation, if the products perform the same functions. Other changes or cancellations of orders require mutual written consent. The customer is responsible for any costs that have already been incurred. Time-limited orders on call must be called within the agreed period. Otherwise Instore Solutions will arrange for the remaining delivery and invoice accordingly. If a delivery date changes due to a change in the customer's order, Instore Solutions reserves the right to change prices.

The information from Instore Solutions about the weight of the goods and the mass and weights of the packaging are only approximate and non-binding. Partial deliveries as well as the delivery of small excess or short quantities are permitted. Returns of goods require the written consent of Instore Solutions. The taking back of products outside of the standard range of Instore Solutions and the taking back of software products is excluded in any case.

2.3 Testing and Acceptance of the Products

If the customer requests Instore Solutions to test the products, this must be agreed in particular and paid for by the customer. Unless otherwise agreed, the date of the delivery note is the date of acceptance and fulfillment. The customer must check the delivery for completeness and correctness immediately, at the latest within 7 days, and notify Instore Solutions immediately of any defects in writing and in detail. If he fails to do so, the delivery is considered approved. Instore Solutions expressly reserves the right to make technical changes to the products.

2.4 Prices and Price Changes

Services that are not included in the sales price, such as for freight / transport, insurance, installation, commissioning, training and user support, as well as extraordinary costs for packaging and disposal are borne by the customer. Unless otherwise agreed, accessories are not included in the price. The invoiced price of the products is determined at the time of the order confirmation or order placed. In the event of subsequent

changes to the calculation bases due to circumstances beyond the control of Instore Solutions, in particular price increases by suppliers of Instore Solutions, Instore Solutions expressly reserves the right to adjust the price accordingly. Unless otherwise agreed, Instore Solutions can charge a small quantity surcharge if a minimum order amount is not reached per order.

2.5 Late Payment by the Customer

If the customer defaults on payment, Instore Solutions is entitled to discontinue all further deliveries to the customer until all due claims have been settled. The consequences that result from such a delivery attitude are borne exclusively by the customer. If the customer subsequently does not pay off his debts within a grace period set by Instore Solutions, Instore Solutions is entitled to definitely refuse all further deliveries to the customer and to claim damages. Instore Solutions is also entitled to proceed according to the general rules of the applicable trade laws.

2.6 Right of Retention

Any right of retention or retention of the customer on Instore Solutions items is fully waived.

2.7 Retention of Title

The contractual items remain in the sole property of Instore Solutions until all in-store solutions against the customer are met. Before paying the full purchase price, the customer is therefore prohibited from selling or debiting the products. The customer authorizes Instore Solutions to have any retention of title entered in the retention of title register.

2.8 Transfer of Benefit and Risk

Benefit and risk pass to the customer upon receipt of the delivery at the place of delivery, regardless of who takes over the transport and the associated costs.

2.9 Industrial Property Rights and Rights to Use Software

The conditions of use for the software products of a third party supplied by Instore Solutions are based on the special provisions of the software license agreement of the manufacturer or supplier of the software. The customer acknowledges that the manufacturer / supplier contravenes the usage, or license provisions may require cancellation of the issued license and withdrawal of the product. If the license provisions are disregarded, the customer is liable to the software manufacturer or supplier. For software provided by Instore Solutions, the Software License Agreement of Instore Solutions is applicable without any limitations.

2.10 Warranty

The guarantee of Instore Solutions for the products it delivers is primarily determined by the applicable warranty conditions of the manufacturer or supplier. The customer waives - insofar as is permissible - his statutory warranty claims against Instore Solutions. Subject to these guarantee provisions of the manufacturer or supplier, the guarantee is limited - at Instore Solutions' choice - to the repair or replacement of the defective products and only applies if the products remain in Switzerland or in the Principality of Liechtenstein. The guarantee is excluded in any case for defects that are caused by:

- a) Inadequate maintenance, especially by non-in-store solutions personnel; or
- b) failure to observe the operating / installation instructions; or
- c) improper use of the products; or
- d) use of unapproved parts / accessories; or
- e) natural wear and tear; or
- f) transport, improper handling; or
- g) modifications or repair attempts not made by Instore Solutions; or
- h) External influences, in particular force majeure (e.g. failure of the power supply or air conditioning, elementary damage) as

well as other reasons for which neither Instore Solutions nor the manufacturer are responsible).

2.11 Patents and Copyrights

If a third party should assert or assert claims against the customer due to violation of a patent, copyright or other industrial property right by delivered products or from their operation, the customer will inform Instore Solutions in writing and without delay about such infringement notices. Instore Solutions will immediately deal with such information and apply best effort to regulate the situation. The customer waives any legal guarantee or liability claims against Instore Solutions.

2.12 Re-export

The products distributed by Instore Solutions are subject to the U.S. and Swiss export regulations. The customer undertakes to request a special export permit from SECO (State Secretariat for Economic Affairs) before re-exporting the products. If the products are passed on, this obligation is to be transferred to the respective purchaser with the obligation to pass on the product.

2.13 Disposal

Instore Solutions agrees to take back hardware after its useful life and to recycle it in accordance with SWICO regulations. The customer is responsible for the professional deletion of the data and programs on the data carriers to be disposed of.

3 Services

3.1 Object

The rules for services include the provision of services such as consulting, project management, hardware and software configuration and installation, maintenance and support, instruction, training and similar services that are provided on behalf of the customer.

3.2 Services Provided by Instore Solutions

Instore Solutions fulfills its contractual obligations through professional and careful action as stipulated in the offer, the individual contract or the written agreements. With regard to maintenance and support as well as system development and integration, the special performance provisions in the following section 3.2.1 apply. Instore Solutions is free to choose the service provider, but strives to take into account the special needs of the customer.

3.2.1 Maintenance and Support Services

Instore Solutions provides maintenance and support services (including warranty services), which include the analysis and rectification of faults in the customer's hardware and / or software. The repairs are carried out either on site at the customer or in our own repair centers. All repairs are carried out in accordance with the relevant manufacturer's instructions. The individual contract regulates the scope and conditions (response time, replacement material, replacement devices, hourly rate, etc.) of the support and maintenance services to be provided by Instore Solutions. The list of hardware and software used by the customer (inventory list), which fall under the maintenance and support contract, is an integral part of the individual contract. The inventory list can be adjusted at any time by written notification. Changes to the location and relevant changes to the

hardware and software configuration must be reported to the customer immediately and without prompting. Changes to the inventory list result in a review and, if necessary, adjustment of the individual contract.

The customer shares Instore Solutions the information necessary for the provision of the maintenance and support services such as device type, serial number, date of purchase for the purpose of warranty clarification, relevant guarantee provisions of the manufacturer, error description, location of the device, contact person with telephone number, billing address, desired response time, etc. in writing with.

3.2.2 System Development and Integration Services

The object of the contract for system development and integration services is the IT system described in the individual contract ("project contract") with the detailed specifications to be created after the contract is signed, which Instore Solutions realizes for the customer against payment. Instore Solutions designs and integrates the system in accordance with the provisions contained in the individual contract with the customer and, if necessary or with a corresponding agreement, also provides sufficient training for the customer's employees so that they can use the IT system as intended.

"Computer system" means a defined set of hardware and software components that are combined to achieve a specified functionality to form an overall system. "Detailed specifications" describe the scope and functionality of the IT system to be created. "Software components" are either standard commercial software (e.g. operating systems, applications etc.) or software components developed by Instore Solutions.

3.3 Working Hours at Instore Solutions

Instore Solutions' services are usually provided on working days, Monday to Friday, from 8 a.m. to 12 p.m. and 1.30 p.m. to 6 p.m. Services outside of these block times as well as on weekends, general and local public holidays valid at the customer's location require the approval of Instore Solutions and will be offset against a surcharge to be agreed. Unless otherwise agreed, the travel time from the nearest Instore Solutions branch to the location of the service is considered to be remunerated work time. Orders for troubleshooting and support orders are accepted by the responsible Instore Solutions branch on working days (Monday to Friday) from 8:00 a.m. to 12:00 p.m. and from 1:30 p.m. to 6:00 p.m. Outside of these times as well as on weekends and general and local public holidays at the customer's location, faults are reported via an acceptance point specified in the individual contract.

3.4 Binding Dates

Binding dates are binding only in writing. Such appointments are extended appropriately if there are obstacles that are outside of the will of Instore Solutions. Instore Solutions is only liable for delays if Instore Solutions can be proven to have caused them deliberately or through gross negligence. Unforeseen events and cases of force majeure release Instore Solutions from the further execution of the order for the duration of the fault and to the extent of its effects. Unless otherwise agreed, Instore Solutions reserves the right to charge the customer for additional costs and expenses resulting from a project delay and / or project

termination. This does not apply to project delays which are the sole responsibility of Instore Solutions.

3.5 Prices, Price Changes and Terms of Payment

With a one-off or for a certain time of max. The services mentioned in the individual contract remain unchanged for 6 months. For services that are provided for longer than 6 months or for an indefinite period, Instore Solutions is entitled to adjust its prices at any time, with a notice period of 3 months. In the event of price increases, the customer has the right to notify Instore Solutions of the contract termination within 20 days of the notification of the price change date. Unless otherwise agreed, the services of Instore Solutions are billed on a time and periodical basis (usually monthly). If a lump-sum fee is agreed, this covers the expenses of Instore Solutions for the services offered or agreed in writing and, subject to another regulation in the individual contract, the lump-sum fee is due for payment after signature of the contract. Order-related expenses, in particular travel and accommodation costs, are borne by the customer and are charged based on the actual expenses incurred based on receipts and journeys with the passenger car per kilometer traveled.

3.6 Acceptance and Notification of Defects

3.6.1 General

Services are generally deemed to have been provided and accepted if the work result created has been handed over to the customer. The customer is obliged to accept all services of Instore Solutions immediately after their provision and to check for defects. All defects must be reported in writing immediately after their discovery by the customer.

3.6.2 System Development and System Integration Services in Particular

If Instore Solutions provides system development and integration services, the acceptance process is defined jointly by the customer and Instore Solutions before the start of acceptance, with Instore Solutions bringing in relevant process proposals. The acceptance proves the functionality of the product in accordance with the detailed specifications. The acceptance itself is up to the customer. Instore Solutions is obliged to participate in the execution. Acceptance must take place within 14 days at the latest after Instore Solutions has notified the customer in writing that the service is ready for acceptance.

If there are significant defects during the acceptance, the customer only has the right to rectification or subsequent delivery and to the extent of the right to rectification provided within the scope of the guarantee. An acceptance report signed by both contracting parties is drawn up for each acceptance. It states which insignificant defects are to be corrected or which essential defects the acceptance must be repeated in whole or in part. If the customer fails to carry out an acceptance test and to sign an acceptance report for reasons that are not represented by Instore Solutions, the acceptance is deemed to have taken place after 20 days have elapsed since the service was provided. The productive use of services, partial services or the product as such is in any case considered to be an acceptance of the part of the product used in production, without the need for an acceptance report. If an acceptance definitely fails, the regulations for the impossibility of rework within the scope of the guarantee apply accordingly.

3.7 Warranty

Instore Solutions guarantees that the services it provides, with the aim of achieving a work result, correspond to the specifications agreed in writing in the individual contracts and are not subject to errors that significantly cancel or reduce their suitability for use in accordance with the contract. However, Instore Solutions does not guarantee that the IT system will work without interruption and without errors. In particular, Instore Solutions does not guarantee uninterrupted and error-free use of the software in all configurations selected by the customer. The guarantee is 6 months and begins on the day after acceptance. Instore Solutions is obliged to remedy significant and reproducible defects free of charge within one month of receiving the notice of defects by taking appropriate measures to be determined by Instore Solutions. If Instore Solutions fails to remedy the defect within the grace period, the customer can request a reasonable reduction in the agreed remuneration per individual contract or, in the event of a significant defect that prevents the customer from using the work as a whole, to withdraw from the corresponding individual contract, whereby the customer is only entitled to a proportional reimbursement of the remuneration already paid for the individual order upon resignation. Warranty claims that go beyond the right of rectification or withdrawal are fully and expressly excluded. In particular, the responsibility for the correct selection and application of the products and services of Instore Solutions and for the results achieved or not achieved by the customer lies exclusively with the customer.

Instore Solutions includes then released from any warranty if the defects criticized by the customer are not solely and demonstrably responsible for Instore Solutions, or if they are due to third-party causes, e.g. Operating errors or interventions by the customer or third parties, changes to the agreed operating and operating conditions, in particular with regard to hardware and software, by chance or force majeure. If not all of the guarantee requirements listed here are met, Instore Solutions is entitled to charge the customer for their expenses.

3.8 Legal Guarantee

Instore Solutions guarantees that it has all the rights to perform its services in accordance with the contract.

If a third party tries to prevent the customer from using the services of Instore Solutions in accordance with the contract on the basis of an allegedly better right, the customer shall notify this in writing within 10 days. Provided that the customer informs Instore Solutions in due time about the third-party claim and supports Instore Solutions at any time in a reasonable manner, Instore Solutions assumes the defense of the customer against such third-party claims at its expense. If necessary, Instore Solutions will change its services so that they do not violate third party rights if they meet all the essential requirements of the individual contract. If a change in service is not considered, but third-party claims are shown, the customer is obliged to immediately stop using the service.

Instore Solutions is not obliged to avert the lawsuit if an infringement claim is based on the fact that the service provided by Instore Solutions has been changed by the customer or third parties not commissioned by Instore Solutions, or that their use has taken place under conditions other than those specified .

3.9 Rights to Work Results

Instore Solutions grants the customer the non-exclusive right to use the services provided by Instore Solutions and the work results created for the customer as intended for work purposes. The customer is not entitled to pass on the work results created by Instore Solutions or any further developments made by the customer to third parties or to grant third parties a right of use. In the case of services which, according to the individual contract, can only be provided over or for a limited period, the right of use granted to the customer is limited to the duration of the individual contract. All rights to any inventions, all copyrights and other protective rights to products, processes, methods, ideas, know-how, concepts, documentation, etc., which Instore Solutions uses, develops, improves when performing services for the customer or otherwise used or used, only Instore Solutions are entitled and can continue to be used by Instore Solutions for themselves and other customers in any way.