

General Terms and Conditions

Foreword

These General Terms and Conditions are non-binding. The legally binding version is the German version "AGB 2024 – ISOLUTIONS AG," published on our website.

A. General provisions

1. Area of application

These General Terms and Conditions (GTC) govern the conclusion, content and execution of contracts relating to the services of ISOLUTIONS, such as

- delivery of products such as software or IT systems (including third-party software)
- software development
- software maintenance and
- consulting and support services.

Special provisions on services of a contractual nature can be found in Section B, and on software maintenance in Section C of these GTC.

The GTC supplement the individual contracts that ISOLUTIONS concludes with individual customers (individual contract).

2. Offer

Offers made by ISOLUTIONS on its website, price lists, flyers and brochures are non-binding.

Quotations drawn up by ISOLUTIONS on the basis of the customer's specifications shall be binding for the period specified in the quotation. If no specification is made, a period of two weeks from the date of the offer shall apply.

3. Definitions

Customized software: Software that has been developed for a specific purpose of the customer. This also includes changes to and further development of any type of software made according to the customer's wishes.

IT system: An IT solution consisting of a number of structurally and/or functionally interconnected hardware and software components that are pre-existing or are developed or customized specifically for the customer.

Product: IT systems, software and other IT products that ISOLUTIONS develops, creates, procures, delivers or otherwise provides to the customer on the basis of an individual contract.

Standard software: Ready-made software that has been produced with a majority of different customers in mind and that covers a defined area of application.

Software development: Development of software for the customer. While this always results in customized software, it can be based on or developed with the help of standard software. Software development also includes adapting and customizing existing third-party software.

4. Scope of services

The services to be provided by ISOLUTIONS, including scheduling and remuneration, are based on the individual contract. If the services are based on third-party services (e.g. Microsoft) or if the services of ISOLUTIONS include corresponding third-party services, the scope of the third-party services shall be based primarily on the current service descriptions of the third-party provider.

In software development, a distinction can be made between preliminary studies (analysis and conception), realization and implementation, whereby the individual contract can also relate to only one or individual phases. The phases mentioned may also overlap in time. The customer acknowledges that ISOLUTIONS follows an agile development methodology where possible and appropriate – and approved by the customer (see Section 5).

Consulting and support services (which do not already fall under development activities) include, in particular, support with analysis and design.

The place of performance shall generally be the premises of ISOLUTIONS at the ISOLUTIONS location entrusted with the provision of the service, unless the parties provide for a deviation in the individual contract.

The language of the services owed shall be specified in the individual contract. In the absence of a provision, the same language in which the offer was drawn up shall be authoritative. Translations into other languages are the responsibility of the customer unless otherwise agreed.

5. Agile development

If the software development is carried out according to an agile process model, the service is defined in an agile manner in the individual contract and the requirements are flexibly adapted to the updated

needs. The individual targets to be realized in several sprints are described by the customer in user stories (create story) and documented in writing. Based on these user stories, corresponding requirements are described with the support of ISOLUTIONS (refine story). Requirements that have been checked and approved by the customer are prioritized in project management ("design ready") and the corresponding designs are created on this basis. The design is reviewed and approved by the customer. For details of the selected process model and the definitions of the terms used in the individual contract, please refer to the guide "The Scrum Guide – The Valid Guide for Scrum: The Rules of the Game (November 2020 Version; German version)" (<https://www.scrum.org>).

6. Documentation

ISOLUTIONS shall provide the customer with only the documentation expressly agreed in the contract. The transmission shall be in electronic form. The language of the documentation shall be specified in the individual contract. In the absence of a provision, the language of the offer shall be authoritative. Translations into other languages are the responsibility of the customer unless otherwise agreed.

If documentation is created for the customer, this may be used for the intended use of the software and may also be copied for this purpose.

The documentation will be updated only in the event of subsequent adjustments to the software within the framework of an existing maintenance contract if this has been expressly agreed in writing.

7. Additional services to be provided only on the basis of a separate agreement

7.1 Maintenance and support

The contractual obligation assumed by ISOLUTIONS to deliver a product, in particular in the case of software development, does not include the obligation to maintain the software. If the customer additionally requests this, a written agreement shall be concluded in this respect in the form of a separate express provision in the same individual contract, an annex thereto or a separate individual contract with ISOLUTIONS. In this respect, the special provisions in Section C of these GTC must also be observed.

The delivery of subsequent versions of the individual software developed by ISOLUTIONS and/or the third-party software procured by ISOLUTIONS, whether as updates or upgrades, is owed only in the event of an express written agreement in an individual contract.

7.2 Source code

The source code of the software developed by ISOLUTIONS shall be handed over to the customer only if there is an express written provision in the individual contract. If the source code is provided to the customer by agreement and there is no specific provision, this shall involve only the granting of a right of use. The rights to the software shall remain with ISOLUTIONS in accordance with the provision in Clause 19. In particular, the customer acknowledges that any transfer of the source code by the customer to third parties requires the express prior written consent of ISOLUTIONS.

7.3 Training

ISOLUTIONS shall provide training for the customer only if this has been expressly agreed in writing.

8. Obligations of the customer

8.1 Responsibility of the customer/duty to cooperate

The customer must, at its own expense, create the conditions within its sphere of responsibility to ensure that ISOLUTIONS can fulfill its contractual obligations. The customer's responsibility includes in particular

- timely and complete provision of necessary data, documents and relevant information as well as orientation of ISOLUTIONS on operational processes;
- selection of the data to be processed with the help of the software to be developed or the product to be delivered and designation of the volume (data scope/quantity structure);
- creation of the technical, organizational and administrative prerequisites for the introduction of the product or software, in particular
 - selection, instruction and monitoring of employees and designation of competent contact persons,
 - provision of the necessary own or third-party hardware and software, including telecommunication facilities, and
 - creation of measures to review (interim) results;
- ensuring permanent access authorization to all components of the customer's IT system required to fulfill the contractual obligations and providing a sufficient number of suitable employees to fulfill the customer's contractual obligations to cooperate.

With regard to software maintenance, the provisions in paragraph 29 must also be observed.

8.2 Security measures and data backup

Unless otherwise agreed in writing, the customer is responsible for providing security measures to protect stored data from destruction or misuse and for regularly backing up its data and programs (backup and restore).

8.3 Observance of specifications

The product developed or supplied by ISOLUTIONS must be used in the system environment approved by ISOLUTIONS and under the recommended conditions, in compliance with ISOLUTIONS' specifications.

8.4 Consequences of breaches of duty

Delays and additional expenses caused by the customer's failure to properly fulfill its obligations to cooperate shall be borne by the customer.

8.5 Licenses

The customer shall procure the licenses for the use of third-party software required for the operation of the product on the customer's premises via the Internet or shall commission ISOLUTIONS to do so in writing.

8.6 Rights of use

The rights of use to the content supplied by the customer (texts, graphics, photos, etc.) shall remain with the customer. The customer warrants that it has the necessary rights of use and that these contents comply with the statutory provisions. The customer shall indemnify ISOLUTIONS against any third-party claims in this respect.

8.7 Design credit (reference)

The customer grants ISOLUTIONS the right to place the discreet notice "realized by ISOLUTIONS" at the bottom of each solution designed by ISOLUTIONS. ISOLUTIONS is entitled to indicate on its own solution as well as in other communication measures that it has realized the customer's solution and to establish a direct connection to it by means of hyperlinks.

9. Acceptance of the product

9.1 Purpose of acceptance and responsibilities

The purpose of acceptance is to test and verify the functionality of the product.

Acceptance is the responsibility of the customer. ISOLUTIONS undertakes to cooperate. The customer is responsible for the timely provision of the test data and infrastructure required for the acceptance procedure.

9.2 Acceptance dates

The parties shall jointly determine the acceptance date. However, the customer is obliged to carry out the acceptance at the latest one month after notification of readiness for acceptance by ISOLUTIONS. If this deadline is not met, the acceptance shall be deemed to have been carried out successfully.

Acceptance can also be carried out separately for individual partial services. ISOLUTIONS may demand partial acceptance for partial services that can be used economically independently. Successful partial acceptances remain unaffected by the result of an overall acceptance.

9.3 Successful acceptance and acceptance report

The product is deemed to have been accepted when the customer has signed the acceptance report and sent it to ISOLUTIONS. This protocol shall contain at least the following information:

- subject of the audit
- date or period of acceptance
- persons involved
- description of the defects found and their classification as significant or insignificant.

If the product is used productively or if acceptance is not carried out in good time (Clause 9.2), no acceptance report is required and the product is deemed to have been accepted.

10. Warranty and obligation to notify defects

10.1 Legal warranty

ISOLUTIONS shall not knowingly infringe the intellectual property rights of third parties in the provision of its services.

If a court should legally determine that the product nevertheless infringes the property rights of third parties, the customer has the right to make changes to the individual software supplied by ISOLUTIONS at the customer's own expense in order to eliminate the infringement of property rights. The customer is not entitled to any claims against ISOLUTIONS beyond these provisions.

10.2 Material warranty

ISOLUTIONS guarantees the contractually agreed functionality of the product delivered by it, provided that the customer has fully complied with the customer's obligations and the system environment has remained unchanged. ISOLUTIONS does not assume any warranty for the maintenance of the operability of delivered software in the event of changes to the system environment, in particular

when using new releases of third-party software or when using new hardware.

ISOLUTIONS is not responsible for the operation of the product.

The customer acknowledges that malfunctions cannot be ruled out even with the greatest care. In addition, ISOLUTIONS cannot guarantee that the product can be used without interruption or error and under any conditions of use. The agreement of corresponding service levels in an individual contract remains reserved.

10.3 Notification of defects and warranty claims

The customer must notify ISOLUTIONS of any defects in the products within 10 working days of delivery or provision or – for products subject to acceptance within the meaning of Clause 9 - after acceptance, documented in writing and with specific details of the defect. Defects that could not be discovered during a proper inspection may still be claimed for six months after delivery, provision or acceptance, provided that the notice of defects is made within 10 days of discovery.

If the conditions of the warranty are fulfilled, the customer shall have the exclusive right to demand rectification free of charge.

Other or further warranty claims are expressly excluded. Deviating provisions in the individual contract remain reserved.

In connection with the rectification of defects, the customer is obliged to grant ISOLUTIONS access to the necessary premises and to cooperate free of charge within reasonable limits.

10.4 Warranty exclusion

The warranty does not apply to defects that are attributable to

- improper operation or subsequent modification of the conditions of use and operation without the consent of ISOLUTIONS;
- other reasons for which the customer is responsible, such as in particular the modification, adaptation or extension of the product or individual parts thereof (e.g. the source code or the database structure) by the customer itself or by third parties not commissioned by ISOLUTIONS;
- external causes beyond the control of ISOLUTIONS (in particular cases of force majeure).

ISOLUTIONS does not assume any warranty for third-party products and defects attributable to third-party products; in this respect, the warranties of the third party shall apply.

If ISOLUTIONS remedies defects for which it is not liable under the warranty, the corresponding services shall be subject to compensation and shall be invoiced to the customer at ISOLUTIONS' usual hourly rates.

11. Liability

11.1 Liability and exclusions

ISOLUTIONS shall be liable to the customer only for damages attributable to the present contractual relationship – irrespective of the legal grounds – in the event of intentional and grossly negligent causation.

Liability for employees, auxiliary persons and substitutes is excluded by ISOLUTIONS to the extent permitted by law.

12. Remuneration

12.1 Remuneration according to expenditure

ISOLUTIONS shall provide the agreed services on a time and material basis at the hourly rates agreed in the framework agreement or individual contract. Unless expressly stated otherwise, any price or effort specifications shall be deemed approximate estimates and not a cost ceiling or a fixed price offer.

If the remuneration on a time and material basis is expressly combined with a cost ceiling, the cost ceiling may be exceeded only with the express consent of the customer. In such a case, ISOLUTIONS undertakes to inform the customer as early as possible that the cost ceiling has been exceeded.

For work in the urban area of the ISOLUTIONS locations in Zurich, Bern and Basel, neither travel time nor other travel expenses will be charged additionally. For work at other locations, travel time is considered working time and travel and accommodation expenses will be charged additionally.

Any bookings of flights, hotels, etc., as well as direct payment, are made by the customer. Economy class is provided for air travel within Europe and business class for destinations outside Europe. Mid-range hotels are to be booked for overnight stays.

Unless expressly stated otherwise, VAT is not included in any of the prices stated in the individual contract.

12.2 Fixed price

If a fixed price has been expressly agreed for the services, this shall be based on the principles

known at the time of conclusion of the contract. Should these subsequently change and this was not foreseeable for ISOLUTIONS, the necessary contract adjustments must be agreed with the customer.

12.3 Terms of payment

The services provided by ISOLUTIONS on a time and material basis, including expenses, shall be invoiced monthly with work reports. The payment period is 30 days from the invoice date. The work reports shall be sent to the customer in electronic form within 10 working days of the end of the month. The customer must notify any reservations within five working days of receipt, otherwise the report shall be deemed approved.

Services provided by ISOLUTIONS at fixed prices shall be invoiced including the expenses incurred up to the respective date in accordance with the payment schedule set out in the contract.

12.4. Default

The payment deadlines are fixed deadlines, which is why default interest of 5% is owed if they are exceeded without a reminder.

13. Contract duration and termination

13.1 Entry into force and duration of contract

The entry into force and duration of the contract shall be governed by the individual contract, which may also be concluded without a specific form, unless the parties have agreed otherwise.

13.2 Extraordinary termination

Successful cooperation requires a mutual relationship of trust. If an important reason makes the continuation of the contractual relationship appear unreasonable in good faith, both parties are therefore entitled to terminate the contract without notice. Important reasons include in particular

- breach of material contractual obligations, in particular pursuant to Clauses 8, 12, 19 and 32.1 (obligations to cooperate, remuneration/non-payment, property rights and confidentiality);
- the threat of bankruptcy or debt-restructuring moratorium against a party.

Prior to termination without notice for breach of material contractual obligations, the party at fault shall be granted a reasonable period of time to restore the proper condition. However, any claims for damages that have already arisen at this time are expressly reserved.

With regard to the termination of contracts of a contractual nature, the provisions in para. 22 shall

apply. With regard to the termination of software maintenance contracts, the provisions in Clause 28 must also be observed.

13.3 Consequences of termination

The services provided by ISOLUTIONS up to the time of termination of the contract shall be compensated by the customer in accordance with the contractually agreed rates or, in the absence of such rates, in accordance with the usual hourly rates, and the remaining term fees shall be paid.

The parties undertake to return all operating resources, data and documents, including any source code, made available to them within the scope of the contractual relationship without being requested to do so and to destroy any copies, provided that this does not conflict with any protected right (e.g. property or intellectual property rights) or any legal provision.

ISOLUTIONS will support the customer in the event of a necessary migration back to the customer or to a new provider in return for appropriate compensation (transition support).

14. Changes in performance

Both parties may request changes to services in writing at any time.

ISOLUTIONS may also adjust the conditions of use and operation of the product valid at the time of conclusion of the contract for objective reasons with corresponding advance notice. If the adjustments result in a relevant reduction in performance or price increase for the customer and the customer does not agree to this, the customer is entitled to terminate the individual contract outside of an agreed term with a notice period of one month to the end of each month.

If the customer wishes to make a subsequent change to the scope of services (in particular additional requirements, time, costs) as part of a "change request," the customer must apply to ISOLUTIONS in writing for the attention of the project manager. Irrespective of the approval, the customer shall bear the costs incurred for the evaluation of the change request, in particular the time required in accordance with the agreed hourly rates. The request must contain all necessary details. ISOLUTIONS shall declare in writing within a reasonable period of time whether it is possible to implement the change and how this affects the individual contract (in particular the scope of services, duration, costs, risks and subsequent operation) and the obligation to pay remuneration. The customer must inform ISOLUTIONS in writing within the set period whether the change should be implemented with the declared effects.

15. Dates

Appointments are usually made after receipt of the signed order confirmation. There is generally a lead time of at least two to three weeks for coordination and planning of the work.

The contracting parties shall endeavor to meet the contractually agreed deadlines. The deadlines set for the provision of services by ISOLUTIONS, in particular milestones, shall not be deemed expiry dates or fixed dates within the meaning of Articles 102 paragraph 2 and 108 of the Swiss Code of Obligations without express written agreement.

If the customer is responsible for non-compliance with deadlines, the customer shall bear the resulting additional costs.

If ISOLUTIONS is solely responsible for non-compliance with deadlines, the customer shall set ISOLUTIONS a reasonable grace period in writing in relation to the services still to be provided.

16. Involvement of third parties

With regard to the fulfillment of the contract, ISOLUTIONS has the right to commission third parties (e.g. subcontractors, suppliers) with the provision of services.

17. Employee deployment

As an independent contractor, ISOLUTIONS makes the necessary registrations with the social security authorities for itself and its employees. The customer therefore owes neither social security benefits (AHV, IV, ALV, etc.) nor other compensation benefits (in particular for accident, disability and death) for employees of ISOLUTIONS.

18. Enticement

The parties undertake not to poach any employees (employees and freelancers) from each other during the term of the contract and within one year after termination of the contract. If one of the parties breaches this obligation, it shall owe the other party a contractual penalty in the amount of the net annual salary agreed with the poached employee. However, the right to assert additional claims for damages is expressly reserved. Payment of the contractual penalty does not release the party from compliance with this non-solicitation clause.

19. Intellectual property and rights of use

The customer acknowledges that the products in their entirety and their components, including any

derivative works, modifications, enhancements or improvements, are protected by applicable laws, in particular trademark and copyright laws, and that ISOLUTIONS and/or its licensors own the rights thereto.

Subject to the resolutive condition of full payment of the remuneration agreed in the respective individual contract, the customer shall receive a

- non-transferable
- indefinite
- non-exclusive and
- geographically unrestricted right of use to the products within the scope of the purpose of the contract

If payment is not made even after a reminder and the expiry of a grace period, the right of use shall expire.

Apart from the right of use, all rights to services created within the scope of the fulfillment of the contract (including documentation, program documents, computer programs, etc.) remain with ISOLUTIONS. ISOLUTIONS shall in any case remain entitled to further develop, modify and improve all services created, in particular software and software parts, and to use them accordingly for the provision of the same or similar services for third parties.

The separate license agreements of the third-party providers shall apply to any third-party products, namely third-party software, supplied or made available by ISOLUTIONS in the course of fulfilling the contract.

B. Supplementary provisions for services of a contractual nature

20. Applicability of contract law (OR 398 ff.)

Certain services to be provided by ISOLUTIONS, in particular software maintenance, consulting and support, are of a contractual nature (OR 394 ff.).

21. No liability for success

ISOLUTIONS undertakes to fulfill the contract carefully and competently and guarantees that the services correspond to the state-of-the-art as set out in the individual contract and current at the time of conclusion of the contract. According to the rules of contract law, there is no liability for success and the warranty claims pursuant to Clause 10 shall not apply.

22. Termination

If the individual contract relates exclusively to services provided by ISOLUTIONS, which are of a contractual nature, each party has the right to terminate the contract in writing at any time with immediate effect. However, termination may not take place at an inopportune time, which is why, in the event of termination by the customer, the current status of services already provided and arranged must be taken into account. With regard to the consequences of termination, the provisions set out in Clause 13.3 shall apply.

With regard to contracts in connection with software maintenance, termination is governed by the provision in Clause 28.

C. Supplementary provisions regarding software maintenance

23. Care services

Upon conclusion of a corresponding individual contract for software maintenance (maintenance contract), ISOLUTIONS undertakes to free the software defined in the maintenance contract as the object of maintenance (hereinafter referred to as the object of maintenance) from any defects (corrective software maintenance). The maintenance of the maintenance object at the latest technical level through further developments and delivery of corresponding releases is owed only if this has been expressly agreed in writing.

24. Standby and response time

ISOLUTIONS provides its care services during the on-call period described in the care contract. Unless otherwise agreed, the on-call period lasts from Monday to Friday from 08:00 to 17:00 CET. During this period, ISOLUTIONS receives fault reports and carries out maintenance work.

The response time defined in the maintenance contract is the period between receipt of the fault report at the specified SPoC (Single Point of Contact) until an initial response is sent to the customer by telephone or email.

Sundays and public holidays (including – subject to an express provision to the contrary – New Year's Day, Good Friday, Easter, Easter Monday, Ascension Day, Whitsun, August 1, December 25, 26 and 31) are outside the on-call period.

25. Remuneration

In the absence of any express provision to the contrary, the actual expenses incurred in rectifying

a fault shall be invoiced on a time and material basis in accordance with the agreed hourly rates.

For maintenance services which the customer wishes to make use of outside the on-call period or within a shorter response time than agreed in the maintenance contract, ISOLUTIONS shall – irrespective of an agreed flat rate – invoice according to the agreed hourly rates.

26. Place of fulfillment

If maintenance work can be carried out by telephone or via direct online access to the maintenance item, the customer is not entitled to have the work carried out on site. The customer is obliged to take all reasonable measures to exclude the need for on-site work as far as possible.

27. Warranty

ISOLUTIONS does not guarantee that the correction of a program error will exclude the occurrence of other program errors.

If the object of maintenance is also the subject of an individual contract for the delivery or provision of a product, defects shall be rectified free of charge in accordance with the warranty provisions set out in the individual contract. The warranty provision shall remain unaffected by the maintenance contract unless expressly agreed otherwise. If the requirements of the warranty provision are not met, defects must be rectified under the conditions of the maintenance contract.

28. Duration and termination

If software maintenance contracts are concluded for a specific period of time, these are to be understood as contracts with a minimum duration and are automatically extended by a further calendar year in each case, unless one of the parties makes use of the following termination option.

In the case of contracts with a minimum term, both parties are entitled to terminate the contract with a notice period of six months to the end of a corresponding period.

29. Duty to cooperate

The customer must create the conditions for ISOLUTIONS to be able to provide the maintenance services. This includes in particular

- granting access to the object of care;
- providing machine time;
- documenting error messages.

The customer also undertakes, before requesting maintenance services from ISOLUTIONS, to use the tools made available to it for the diagnosis of fault messages and their elimination.

The customer further assures that there are no third party rights to the object of care which would prevent ISOLUTIONS from fulfilling the contract.

D. Final provisions

30. Contact persons

The contracting parties shall each appoint at least one responsible contact person who can make and receive legally binding declarations for all questions relating to the execution of the contract.

31. Offsetting

The offsetting of claims of the customer against those of ISOLUTIONS requires the written agreement of the parties.

32. Confidentiality and data protection

32.1 Confidentiality

The parties mutually undertake to maintain confidentiality with regard to the financial, organizational or personal data of the contractual partner. This obligation applies in particular, but not exclusively, to data marked as confidential and recognizable data. The obligation shall not apply in the event of a statutory or court-ordered duty of disclosure or to data (a) which is generally known or accessible without the information concerned being subject to a confidentiality obligation or otherwise unlawfully published; or (b) which the contracting party has received from a third party without there having been a breach of confidentiality; or (c) which was in the possession of the receiving contracting party without a breach of confidentiality before it received it from the other contracting party. If there is any doubt about the confidentiality of information, there is a presumption of confidentiality and a mutual duty of consultation.

The customer acknowledges that the structure of computer programs and the source code constitute business secrets and undertakes accordingly not to make these accessible to unauthorized third parties. These obligations shall remain in force as long as there is a legitimate interest in them, even after termination of the contractual relationship.

The parties shall contractually oblige their personnel and any subcontractors to maintain the confidentiality of confidential data.

32.2 Data protection

The parties undertake to comply with the provisions of Swiss data protection legislation with regard to the joint contracts and, in particular, to conclude the legally required data protection agreements (e.g. order processing contract). ISOLUTIONS may be required to involve affiliated companies and/or subcontractors in Switzerland and abroad. The customer agrees that cross-border data transfer and data processing abroad may take place to this extent, provided that:

- the services are provided from countries or in countries that have at least an equivalent level of data protection compared to Switzerland; or
- (i) ISOLUTIONS has concluded a written agreement in accordance with the "EU Standard Contractual Clauses" (including the adaptations required under Swiss law) with the affiliated company and/or subcontractor involved abroad in the case of cross-border data transmission and processing in countries that do not have data protection equivalent to that in Switzerland, and
- (ii) ISOLUTIONS informs the customer of this in writing in advance.

The customer is solely responsible for ensuring that any necessary information is provided to the data subjects (persons whose data is being processed) and that any necessary consent is obtained from the data subjects.

33. Contract amendments, contradictions and partial invalidity

Amendments and supplements to the individual contract and, during the term of an individual contract, to the GTC must be made in writing, provided that the contract was concluded in writing (see Clause 13.1). However, amendments may also be agreed by the exchange of electronic declarations of intent (e.g. web ordering), provided that ISOLUTIONS makes this possibility available and that a clear identification of the individual contract, the service and regulation to be amended and the contractual partner is possible.

In the event of contradictions between the individual contract and the GTC, the provisions of the individual contract shall take precedence over those of the GTC.

If individual provisions of the GTC or the individual contract prove to be invalid, this shall not affect the validity of the GTC or the contract. In such a case, the provision in question shall be replaced by a provision that is analogous and as economically equivalent as possible.

34. Assignment and pledge

The rights and obligations regulated in the individual contract and the GTC may not be transferred or assigned to third parties, either in whole or in part, without the prior written consent of the other contracting party. The provision in Clause 16 remains reserved.

The customer may neither assign nor pledge claims against ISOLUTIONS without ISOLUTIONS' written consent.

35. Place of jurisdiction and applicable law

These GTC shall be governed exclusively by the substantive laws of Switzerland, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any dispute, controversy or claim arising out of or in connection with these GTC, including the validity, invalidity, enforceability, interpretation, performance, breach, modification or termination thereof, shall be subject to the exclusive jurisdiction of the courts of Berne (Switzerland). However, ISOLUTIONS is also entitled to bring an action against the customer at the customer's registered office or before another competent authority.

The contracting parties agree to seek an amicable settlement in the event of differences of opinion before recourse to the courts.