

General Terms & Conditions OneVisage SA

(applicable since 01/01/2026)

1 Validity

The following General Terms and Condition of Sale shall apply to any business transactions between OneVisage and the Client. Any other terms and conditions and in particular the Client's terms and conditions, not agreeing with these General Terms & Conditions shall only apply subject to OneVisage agreeing to these in writing. These General Terms & Conditions shall apply to any agreements between the Client and OneVisage for the purchase of software licenses, hardware and services.

These General Terms & Conditions shall apply to any existing business relationship irrespective of having been specifically referred to.

Should parts of these General Terms & Conditions be null and void or become legally ineffective, the validity of any other terms and conditions shall not be affected thereby. Any provisions having become null and void or ineffective shall be interpreted or revised to allow the intended purpose to be achieved as far as possible.

2 Orders / Signature and Contents of Contracts

In order to be valid, each order shall be confirmed in writing by OneVisage, unless based on a written contract signed between the Parties or a delivery being made by OneVisage without a confirmation of order directly ex warehouse. In all other cases, verbal agreements shall only be valid when confirmed by OneVisage in writing.

OneVisage shall be entitled to make part deliveries and provide part services. For delivery contracts, each part delivery and part service shall be considered as an entity to be charged separately.

3 Prices

Prices quoted by OneVisage shall be strictly net, excluding any VAT or local taxes and shall be valid for 15 days. Annual software licenses shall be ordered for 12 consecutive months, starting on the 1st day of the current month of use and are due for the entire 12-month subscription period ("annual licence"). The cost of freight, packaging material and expenses and freight insurance shall be charged to the Client.

By ordering or renewing licenses to OneVisage, customer agreed prices shall be automatically indexed on the French Syntec index <https://tradingeconomics.com/france/syntec-index> to reflect cost increases and where other price adjustments can be applied from time to time (e.g. currency change, supplier price change ...) Price adjustments shall be notified to the Client in good time and may be made at any time and be applicable from any date. Should the Client suffer major drawbacks due to price changes, he shall be entitled to terminate the contract from the date on which new prices come into effect.

Payments of fees for the use of software shall either be made annually, quarterly or monthly. In case of quarterly or monthly payment, a written offering shall be approved by OneVisage and an interest rate of 12% per annum, in accordance with the Swiss RS 221.214.111 law <https://www.fedlex.admin.ch/eli/cc/2021/791/fr>, will be charged in addition to the original software license price.

4 Terms of payment

Unless otherwise agreed, payments, including payments for any part services invoiced, shall become payable strictly net within **10 days** after the date of the invoice.

Terms of payment specified in an invoice shall have priority to the above clause. Within the term of payment, the Client may raise objections substantiated in writing against the invoice. After that, invoices shall be deemed accepted.

20-day grace period

A further 20-day grace period is granted to the Customer to pay the invoice.

Payment after 30 days and 1st reminder

If after 30 days the invoice amount is not paid in full, a first reminder will be sent to the Customer with a penalty corresponding to one month's license based on an interest rate of 12% per year as well as an administrative fee of CHF 350.

Final reminder after 50 days

If after 50 days the invoice amount and reminder fees are not paid, a final reminder will be sent to the Customer who will be served with a license suspension warning within an irrevocable period of 10 days.

License suspension after 60 days of late payment

If after sixty (60) days the invoice amount and the first reminder fee are not paid, the Customer's OneVisage software license will be automatically deactivated.

Software license reactivation

In order to reactivate the software license, the customer will have to pay i) the total amount of the invoice, ii) the total amount of the 1st reminder fee, iii) an administrative reactivation fee of CHF 700 and iv) interest on late payment corresponding to two (2) months' license on the basis of an interest rate of 12% per annum.

After 90 days of delay, OneVisage may terminate the breach of the license agreement to the Customer, notified by registered mail, where the amounts of the invoice and reminder fees remaining to be paid.

In all cases, OneVisage reserves the right to request the supply of a bank guarantee.

5 Immaterial Property Rights / Reservation of Title

OneVisage agrees to grant to the Client for the term of the contract a non-transferable and non-exclusive right of use in any services rendered and products supplied by OneVisage. Appropriate immaterial property rights shall be due unchanged to OneVisage or the licensor.

Products supplied shall remain the property of OneVisage prior to full payment of the price. Should products supplied by OneVisage be integrated into another system (integration), the Client agrees to grant OneVisage co-ownership in the entire system up to the value of any products integrated.

The Client agrees to the registration of an appropriate title in the reservation of title register at the Client's location for any products assigned and he herewith explicitly authorises OneVisage to make the said registration in his name. The Client agrees to provide his support to any action required for the protection of ownership.

6 Use of Software

For the purchase of software material, the Client shall be entitled to use the said software on the hardware defined. In all cases, software copyrights shall remain the property of OneVisage or the party offering a license.

The usufructuary right of software shall not include any claim to the supply of new software releases.

7 Support Services

Support services shall not be included in the price of the products. Should support services be requested by the partner or his client, these shall be specifically agreed with OneVisage.

8 Deliveries and Delay in Acceptance

Agreed deliveries shall be met by OneVisage, but may be subject to delays not caused by OneVisage, such as delays in delivery of OneVisage's suppliers, delays in the Client's support, and so on. In no case shall any delays in delivery assure to the Client a claim for damages or rescission from the contract.

Deliveries shall commence on the day on which an order becomes final (see Section 2 above).

Should the Client delay acceptance, OneVisage shall be entitled at OneVisage's discretion to warehouse the products ordered at the Client's risk and expense and to thus rid himself of any liabilities, or to rescind from the contract immediately. Before exercising his discretion, OneVisage agrees to grant to the Client a short period of grace for acceptance.

9 Shipment

Shipment of products ordered shall be effected at OneVisage's best discretion but at the expense and risk of the addressee, either by rail, mail or a private service provider. Complaints concerning damage or loss of any products transported shall be addressed by the client to the appropriate forwarder when receiving the products.

10 Place of Performance / Transfer of Use and Risk of the Goods (Hardware)

The place of performance shall always be OneVisage's registered office.

The use and risk of the products shall be transferred by hand-over of the products to the Client or to a forwarder at OneVisage's registered office. Should shipment and/or hand-over be delayed or be made impossible for reasons not caused by OneVisage, the consignment shall be warehoused at the Client's expense and risk subject to the above section 8 - paragraph 3 (Client's delay of acceptance).

11 Acceptance and Guarantee of Services

For any services rendered, OneVisage guarantees to the Client that individual results comply with the completion criteria at the time of acceptance, stipulated in the contract. Should any defects be found and notified within 30 days after acceptance, instead of warranty claims in compliance with Swiss Obligations Law, the Client shall only be entitled to repairs. Should OneVisage not succeed, even after expiry of an adequate period of grace, to provide evidence for having provided the defined criteria, the Client shall be entitled to request from OneVisage compensation for any direct loss suffered in compliance with Section 13 (Liability), should OneVisage be at fault. Warranty services shall neither include repairs nor increased expenses due to external influences, incorrect operation or for any other reasons whatsoever, for which the Client is responsible.

12 Acceptance and Warranty of Products

Software shall not be subject to any warranty.

OneVisage agrees to provide a warranty on products (hardware) to the same extent as received by OneVisage from suppliers, but for a minimum of 6 months from delivery of any products ordered. Defects shall be notified to OneVisage in writing without delay, but at the latest within 14 days after receipt of any items purchased. This warranty shall not extend to any consumables and supplies such as batteries, etc. This warranty shall automatically extinguish because of the Client's intervention without OneVisage's approval. Should any products purchased be faulty, OneVisage shall be entitled to repair the faulty items or supply suitable replacements to the Client. Any other claims shall be explicitly excluded.

OneVisage guarantees that products supplied are fully functional according to the manufacturer's specification. In addition to this, OneVisage provides no other guarantees. In particular, OneVisage provides no guarantee for the merchantability of any products supplied or for their suitability for a specific application.

OneVisage offers to partners the same agreed provisions and warranty services received from his suppliers. Any other warranty services shall be separately agreed with OneVisage in writing.

Warranty services not covered by manufacturers shall be invoiced to the Client.

There shall be no claim for replacements during repair and mending periods.

Consignments may only be returned, subject to OneVisage's written approval, within a period of 8 days and shall always be accompanied by an invoice/delivery note.

The Client shall be responsible for the selection and use of any products ordered and any results obtained thereby. The warranty shall not cover any damage to products ordered, due to external influences, incorrect operation, or any other reason, caused by OneVisage.

13 Liability

OneVisage agrees with the Client to apply due care in rendering services according to the Contract, these General Terms & Conditions and any other terms of the contract.

Should claims be made, irrespective of their legal reason and for any claims of the Client associated with any assurances in general, OneVisage shall be liable for any losses caused intentionally or due to gross negligence and for personal injuries. For any losses caused by OneVisage by mild negligence, OneVisage shall be liable up to the value of the services rendered but for a maximum amount of CHF 20,000.00. In as far as legally allowed, liability for indirect and consequential losses shall be excluded.

14 Re-export

For any products subject to a ban of re-export, a note will be included in invoices including the following commitment: "Re-export of these products shall not be allowed in principle and/or only after receipt of a special permit according to a commitment entered into by the Import and Export Department of Eidgenössisches Volkswirtschaftsdepartement (Swiss Department of Economy) and/or the US Department of Commerce (Office of Export Administration) and commitments made to any other authorities". This commitment shall be assigned to the Client herewith and shall be passed on by him to the purchaser in case of any resale.

15 Act of God

Should one of the Parties hereto not be able to honour its contractual commitments irrespective of due care, because of Acts of God, such as natural disasters, war, strikes, unforeseen official restrictions, etc.,

completion of the contract or the date for completion of the contract shall be delayed according to the said event.

16 Offsetting

The Client agrees not to offset any of his accounts receivable against any debts of OneVisage without OneVisage's prior agreement.

17 Applicable Law and Jurisdiction

The business relationship between OneVisage and the Client shall be exclusively subject to Swiss law. The UN Convention for the International Sale of Goods shall be explicitly excluded.

The place of jurisdiction shall be Lausanne, Canton of Vaud, Switzerland.