

General terms and conditions of Basel Business Group Solutions GmbH

1. Scope

1.1 The general terms and conditions apply, even if not specifically referred to (for example, in verbal and telephone orders). Other contractual provisions, such as written individual agreements, take precedence over the general terms and conditions in the event of contradictions.

1.2 Contradictory or supplementary conditions of the customer are not granted in principle; these shall only apply if the Basel Business Group Solutions GmbH agrees in writing in full or in part in writing.

2. Contracts

2.1 The contract is only concluded with the return of the signed documents by Basel Business Group Solutions GmbH and the customer. Verbal collateral agreements or subsequent changes or additions to a contract by a party shall only take effect if the Basel Business Group Solutions GmbH confirms these in writing and expressly.

2.2 If the customer is the intermediary or organizer of a third party, both are jointly and severally liable for the fulfilment of the obligations arising from the contract. The intermediary or organizer declares with their signature under the offer or the contract of Basel Business Group Solutions GmbH that they are authorized by their client. The contractual partner and customer of Basel Business Group Solutions GmbH and thus the invoice recipient is in principle the intermediary or organizer.

3. Performance and liability of Basel Business Group Solutions GmbH

Basel Business Group Solutions GmbH is committed to the customer to the careful provision of the services under the contract. Except in case of gross negligence, claims for damages in all cases against the Basel Business Group Solutions GmbH are excluded.

4. Defects

Complaints by the customer regarding the performance of Basel Business Group Solutions GmbH must be reported to Basel Business Group Solutions GmbH without delay. If the complaint is not received in good time, the services of Basel Business Group Solutions GmbH shall be deemed approved. In the event of defects, Basel Business Group Solutions GmbH will repair the affected service or provide a replacement, whereby several attempts at rectification are admissible. If the repair or replacement is not carried out in a reasonable time or in a defective manner, the customer may demand a reduction of the remuneration. Otherwise, the statutory provisions apply.

5. Prices and terms of payment

5.1 All prices are net in Swiss francs (CHF) excluding incidental costs, such as value added tax, costs for packaging, postage/shipping, public charges, etc. shall be borne by the customer. Spare parts, accessories and other services are not included in the price unless explicitly agreed.

5.2 All services will be invoiced to the customer in writing by mail or e-mail. For services that are billed on a usage basis, the number of users, licenses used, capacities used, etc. listed on the invoice shall be deemed binding and accepted by the customer in each case. Expenses shall be shown and invoiced separately.

5.3 The fees shall be due from the date of acceptance or the start of productive use of the agreed services and shall be invoiced in advance in accordance with the other contractual provisions, unless otherwise expressly agreed in writing.

5.4 Price adjustments by the hardware or software supplier are possible, for example due to currency fluctuations or rising energy costs. Such price adjustments will be passed on to the customer. A right of termination due to price increase on the part of the manufacturer is excluded.

5.5 Changes in tax and other relevant rates entitle Basel Business Group Solutions GmbH to adjust its rates without prior notice. In this case, the customer has no right of termination.

6. Expenses / travel time

Within the canton of BS, no car expenses are charged. Outside this region, 1.60 CHF per KM apply. Flights, train travel and other forms of travel will be charged according to expenses. The travel time is generally considered as working time and will be charged according to the corresponding principle.

7. Delivery of items

Items delivered to the customer remain the property of Basel Business Group Solutions GmbH until full payment of the purchase price. Basel Business Group Solutions GmbH chooses the means of transport and the method of dispatch. If the buyer requests a different provision, they will bear the additional costs. A travel fee will be charged for personal delivery. Partial deliveries are permitted. Unavoidable events, such as force majeure, strikes, etc. entitle Basel Business Group Solutions GmbH to delay delivery and, if necessary, to withdraw from the contract.

8. Ensuring functionality and warranty

When handing over the goods or services, the functionality is usually inspected with the buyer and confirmed by the customer. Any defects are recorded directly and remedied by Basel Business Group Solutions GmbH as soon as possible. After that no liability will be assumed for services. For goods, the usual warranty from the manufacturer applies. If this guarantee is processed via Basel Business Group Solutions GmbH, the customer bears the additional costs incurred. With the delivery of the goods or services, the risk transfers to the buyer.

9. Payment terms

9.1 The customer agrees to pay the invoiced amount at the latest by the due date stated on the invoice form. Within the payment period, the customer may raise objections to the invoice in writing. Thereafter, the bill is considered unconditionally accepted.

9.2 If the customer does not fulfil their obligation to pay within the payment period, they will be in default of payment at the end of this period without further notice and will have to pay default interest of 7%. Basel Business Group Solutions GmbH is entitled to charge at least CHF 20.00 per reminder. Further charges remain reserved. If payment remains unpaid even after a third reminder, Basel Business Group Solutions GmbH is entitled to discontinue all services as well as possible software licenses to the customer without further notice.

9.3 Offsetting of counterclaims is excluded. Deviating from the usual payment by invoice, Basel Business Group Solutions GmbH reserves the right to purchase goods only against advance payment or cash on delivery. Advance payments are not interest-bearing.

10. Provision of services by third parties and their liability

Basel Business Group Solutions GmbH may at any time involve third parties (service providers, as well as products and/or software suppliers) for the performance of the contract. For this purpose, these third parties may disclose data about the customer, provided that this data is necessary for the performance of the service. Basel Business Group Solutions GmbH is neither responsible nor liable for services provided by third parties (service providers, products and/or software suppliers).

11. Modification of the general terms and conditions and other terms of the contract

Basel Business Group Solutions GmbH reserves the right to change the general terms and conditions and other terms and conditions at any time. If the customer is disadvantaged, they are entitled to terminate the contract on the date of the change. The right of termination expires with the entry into force of the change.

In addition, Internet services are subject to the conditions set out in the contract.

12. Severability clause

Should a provision of this contract or contents of a supplement to this contract integrated into the contract be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall replace the ineffective provision with an effective provision which comes as close as possible to the intended economic purpose of the invalid provision as well as the originally agreed contractual equilibrium. The same applies to any contract gaps.

13. Jurisdiction

The place of jurisdiction is Basel-City.

Basel, 28.07.2022 – English translation

Version: 1.4 from 28.07.2022; last updated on 28.07.2022; valid from 28.07.2022 / Basel Business Group Solutions GmbH