A Terms and Conditions

1 Scope and Contractual Basis

1.1 These General Terms and Conditions ("GTC") apply to all quotations, deliveries and services of avisec ag ("avisec"), in particular to the sale and rental of cameras and other hardware, installation and maintenance, support, data transmission, cloud and platform services, and related services.

1.2 Any deviating or supplementary general terms and conditions or purchasing conditions of the Customer shall not become part of the contract, even if avisec does not expressly object to them or performs services in the knowledge of such conditions. They shall apply only if avisec has expressly agreed to their validity in writing.

1.3 Where a signed framework agreement exists between avisec and the Customer, its provisions shall take precedence. These GTC supplement the framework agreement insofar as it does not contain any provision to the contrary. Individual quotations, price sheets and orders specify, in particular, the scope of services, quantity, price, project site and term. They shall amend the framework agreement or these GTC only if the relevant deviation is expressly identified as such and agreed in writing by both parties.

1.4 In the absence of a framework agreement, these GTC apply together with the accepted quotation and any order confirmation. In the event of any conflict, expressly agreed project-specific details in the accepted quotation shall take precedence over the GTC only with regard to the specific subject matter of the services governed therein.

1.5 Amendments or additions to these GTC require the written consent of avisec. A general reference to the Customer's terms and conditions, or their enclosure, shall not suffice.

2 Quotation and Conclusion of Contract

2.1 Quotations from avisec are binding for the period stated therein. If no period is stated, a quotation is valid for 60 days from its date of issue.

2.2 A contract is concluded upon the Customer's written acceptance of the quotation (including by email), upon signature of a price sheet, or upon an order confirmed by avisec. avisec may refuse an order for objective reasons.

2.3 Pre-contractual clarifications, site visits, project planning or other services expressly designated as chargeable shall be invoiced as set out in the quotation or on a time-and-materials basis.

2.4 Changes to or cancellations of a confirmed order require the consent of avisec. Services already rendered, third-party costs incurred and demonstrably triggered procurement and scheduling costs (e.g. on-site inspections) shall be paid for. Further claims remain reserved.

3 Scope of Services, Delivery, Cooperation and Performance

3.1 The type and scope of the products and services owed are determined by the accepted quotation, the applicable framework agreement and any service descriptions expressly incorporated therein. Promotional statements on websites or in presentations do not constitute any additional guarantee of quality or availability.

3.2 Dates and deadlines are binding only if they have been expressly confirmed as binding. Delays due to force majeure, official orders, lack of cooperation on the part of the Customer, security or access problems, supply shortages or disruptions on the part of third-party providers shall extend deadlines by a reasonable period.

3.3 Special solutions and custom-made products are designed and built specifically for the Customer and the order in question. They can therefore no longer be changed or cancelled once avisec has sent the order confirmation, unless avisec expressly agrees to such a change or cancellation.

3.4 The Customer shall provide in good time all information, permits, contact persons, access, power and communication connections and safe working conditions required for the performance of the services. Delays and additional work resulting from missing or late cooperation may be invoiced additionally.

3.5 The place of performance for each service is the place agreed in the quotation, delivery note or framework agreement. In the absence of such an agreement, the place of performance for delivery is avisec's registered office; for installation and on-site services, it is the agreed project site.

3.6 The Customer remains responsible for the organisation, operation and safety of the construction site and for compliance with the applicable safety regulations. The installation and operation of cameras and the provision of image and video data by avisec do not constitute a safety inspection, construction supervision or review of the work processes and safety measures of the Customer or its contractors. avisec assumes no responsibility for monitoring or enforcing safety regulations on the construction site.

3.7 avisec may engage suitable subcontractors and service providers. avisec remains responsible to the Customer for performance in accordance with the contract, to the extent permitted by law and unless otherwise agreed in the individual case.

3.8 Where there are special circumstances or guidelines on the part of the Customer that must be taken into account in the performance of the services or that could jeopardise proper performance of the contract, the Customer shall disclose them without delay.

3.9 The services are performed in accordance with the recognised professional methods and standards applicable to the respective service. The Customer's instructions shall be taken into account, provided they do not alter the agreed scope of services and do not violate any safety or legal regulations. Changes to the scope of services require a separate agreement.

4 Prices and Terms of Payment

4.1 All prices are stated in Swiss francs (CHF), exclusive of value added tax and, unless stated otherwise, exclusive of shipping, expenses, customs duties, fees and other incidental costs.

4.2 One-off services are invoiced after performance or as set out in the quotation. Recurring rental, cloud, mobile network and subscription services may be invoiced in advance, either annually or for the agreed period.

4.3 Partial billing periods are calculated and invoiced as set out in the quotation (per month) or the price sheet.

4.4 Invoices are payable within 20 days of the invoice date without deduction, unless otherwise agreed in writing. In the event of late payment, the Customer shall owe default interest of 5% per annum, subject to a minimum flat-rate late payment fee of CHF 30. avisec may claim reasonable reminder and collection costs.

4.5 In the event of late payment, avisec is entitled to send the Customer a written reminder and to set a reasonable grace period for payment. If this grace period expires without payment, avisec is entitled to suspend all services in whole or in part, to restrict or block access to cloud services, and to make further services conditional upon advance payment. This includes, in particular, the provision and publication of online feeds and time-lapse videos. The suspension or restriction of services does not release the Customer from its obligation to pay amounts already owed. Mandatory statutory rights remain reserved.

4.6 avisec may adjust prices for recurring services with effect from a new billing period by giving at least three months' notice. In the event of a substantial price increase, meaning an increase of more than 30% over the originally agreed price, the Customer may terminate the affected recurring service with effect from the date on which the change takes effect, provided that it gives notice of termination within 60 days of being notified. Project services already ordered remain unaffected.

4.7 Where there are reasonable doubts about the Customer's ability to pay, avisec is entitled to demand appropriate security or advance payments. If these are not provided within a reasonable period, avisec may withhold services not yet rendered or outstanding deliveries, or terminate the contract for good cause. Services already rendered and costs already incurred remain payable.

4.8 The Customer may set off only counterclaims that are undisputed or have been established by a final and binding judgment.

5 Ownership, Benefit and Risk

5.1 In the case of purchased hardware, ownership and risk pass to the Customer upon handover of the goods.

5.2 Rental and loan equipment remains the property of avisec at all times. The Customer shall handle it with care, use it as intended and protect it against loss, damage and unauthorised access. The Customer is liable for loss and damage while the equipment is in its custody, unless such loss or damage is attributable to avisec or results from normal wear and tear. The Customer shall inform avisec without delay of any loss, theft or damage to the rental equipment.

5.3 The Customer may not sell, pledge, sublet or permanently transfer rental and loan equipment to third parties without the prior written consent of avisec. Interventions, modifications and repairs may only be carried out by avisec or with its consent.

5.4 After the end of the contract, the Customer shall enable the professional dismantling and return of the rental and loan equipment. Costs for dismantling, packaging, transport or restoration are invoiced as set out in the quotation or price sheet, unless they are expressly included.

5.5 Rented equipment must be returned to avisec no later than five working days after the end of the contract or the agreed dismantling date, unless otherwise agreed. If the equipment is not returned on time for reasons for which the Customer is responsible, avisec is entitled to continue charging the agreed rent until the equipment is actually returned. The Customer bears the costs and risk of return transport, unless otherwise agreed.

6 Guarantee and Warranty

6.1 For hardware sold by avisec, the warranty period is two years from delivery, unless a different period has been expressly agreed in the accepted quotation or the framework agreement. An expressly assured manufacturer's guarantee applies in addition, in accordance with the respective manufacturer's terms; it does not replace any warranty expressly assumed by avisec itself.

6.2 A prerequisite for claiming warranty services is that the Customer describes the defect comprehensibly and reports it to avisec. At avisec's request, the affected item must be returned to avisec for inspection or repair. For this purpose, the Customer shall package the item appropriately and securely for transport. In the case of justified defects, avisec is entitled, at its own discretion, to remedy the defect by repair or to replace the defective goods. If repair or replacement is not possible or would be disproportionate for avisec, avisec may grant an appropriate price reduction. Any further warranty claims, in particular rescission of the purchase contract, are excluded to the extent permitted by law.

6.3 The Customer shall inspect delivered products and rendered services within a reasonable period and report any identifiable defects in writing without delay, with a comprehensible description of the fault. Hidden defects must be reported without delay after their discovery.

6.4 The warranty excludes, in particular, defects and damage resulting from improper use, inadequate power supply, unsuitable mounting locations, interference by third parties, unauthorised modifications, lack of maintenance, external influences, vandalism, natural hazards or normal wear and tear.

6.5 Costs for dismantling, reassembly, travel or on-site call-outs are not covered by the warranty, unless expressly agreed. Repair and support services provided after expiry of the warranty period are invoiced on a time-and-materials basis or as set out in the price sheet.

6.6 Where data carriers or other storage media are handed over to avisec for inspection or repair, the Customer is obliged to make a complete backup of the data stored on them beforehand. avisec accepts no liability for data loss, to the extent that such liability can be excluded by law. Data backup, recovery or transfer by avisec takes place only by express agreement and may be invoiced additionally. Where necessary for inspection or repair, avisec is entitled to erase or reformat data carriers. The Customer is responsible for not handing over any data carriers containing data that has not been backed up or that is relevant to it.

7 Operation, Cloud Services and Support

7.1 The scope, functions, availability and any service levels are determined exclusively by the framework agreement, the accepted quotation or an expressly incorporated service level agreement. Without an express commitment, avisec does not owe uninterrupted or error-free availability at all times.

7.2 Cloud services and platform functions may be maintained, adapted or further developed for technical, security or operational reasons. Where possible, avisec informs the Customer in advance of any significant planned interruptions.

7.3 Image capture and transmission by cameras also depend on site conditions, power supply, mobile and internet networks, weather, mounting and third-party infrastructure. avisec is not liable for disruptions outside its reasonable sphere of influence.

7.4 The scope of support, response times and remuneration are governed by the quotation, price sheet or framework agreement. Support services not included, as well as fault analyses and call-outs for which avisec is not responsible, are invoiced on a time-and-materials basis.

7.5 The Customer is responsible for managing the user accounts and access rights assigned to it. Access credentials must be kept confidential and protected against unauthorised access. The Customer is liable for use of the platform by users it has authorised and shall inform avisec without delay if there are indications of unauthorised use or loss of access credentials.

In the event of misuse or use that endangers security, avisec is entitled to temporarily block or restrict the affected access. Where possible, the Customer will be informed in advance.

8 Information Security, Confidentiality and Data Protection

8.1 The contracting parties undertake to keep confidential all business-relevant facts and data that are neither public knowledge nor generally accessible. This obligation must also be imposed on their employees and any third parties engaged, insofar as they gain access to such information. In case of doubt, business-relevant facts and data shall be treated as confidential.

The confidentiality obligations apply even before conclusion of the contract and remain in force for the entire term of the contract and beyond the termination of the contractual relationship or the performance of the agreed services. Statutory disclosure and information obligations remain reserved.

During the request for quotation, avisec is entitled to share the fact and the essential content of the request for quotation with any participating subcontractors or partners, in particular installation partners or resellers. Otherwise, avisec treats the request for quotation confidentially.

8.2 Advertising and publications concerning project-specific services, as well as naming the other contracting party as a reference, require that party's prior written consent. This does not apply to publications and communications required by law.

8.3 avisec and its personnel undertake to comply with the Customer's operational, technical and security regulations, provided these have been communicated to avisec in writing before conclusion of the contract or subsequently agreed between the contracting parties. Such regulations must be reasonable for avisec and relevant to the agreed services. They must not substantially impede the performance of the services without prior coordination, nor give rise to additional requirements that have not been agreed.

8.4 The contracting parties undertake to comply with the applicable statutory provisions on data protection and data security, in particular the Swiss Federal Act on Data Protection (FADP) and, where applicable, the General Data Protection Regulation of the European Union (GDPR).

The Customer is responsible for the lawfulness of the camera recordings it initiates. This includes, in particular, the selection and orientation of the recording areas, providing the required information to data subjects, obtaining any necessary permits, and the lawful use, disclosure and publication of the image data.

8.5 avisec undertakes to process personal data of the Customer that has been entrusted or made accessible to it only to the extent and exclusively for the purposes necessary for the performance of the contract, or where required by a legal obligation.

Where avisec processes personal data on behalf of the Customer, the contracting parties shall conclude a separate data processing agreement before the relevant processing begins. This agreement shall govern, in particular, the subject matter and duration of the processing, its purpose, the type of personal data, the categories of data subjects, rights to issue instructions, sub-processors, and the respective obligations and security measures.

8.6 avisec takes and maintains appropriate technical and organisational measures to protect the data entrusted or made accessible to it against unauthorised access, unlawful processing, loss, alteration or destruction. These measures are based on the respective risk, the state of the art and the nature and scope of the data processed.

Absolute security of data transmissions, communication networks and IT systems cannot be guaranteed. The Customer is responsible, in particular, for the careful handling of access credentials, the management of user permissions and the security of its own IT infrastructure.

8.7 avisec is entitled to engage suitable third parties, in particular hosting, cloud, telecommunications, installation and support service providers, to fulfil its contractual obligations. Where these third parties process personal data on behalf of avisec, they will be bound in accordance with the applicable data protection requirements.

Depending on the services used and technical requirements, data may be processed and stored in Switzerland or abroad. Any cross-border data transfers take place in compliance with the applicable data protection requirements. Where necessary, the details are set out in the data processing agreement or in supplementary data protection information.

8.8 The contracting parties shall inform each other without delay as soon as they become aware of a security incident that could significantly affect the data processed under the contract or the provision of the agreed services. Within the scope of their respective responsibilities, the parties shall support each other in investigating and managing the incident and in fulfilling any statutory reporting and notification obligations.

9 Liability

9.1 avisec's liability is excluded to the extent permitted by law. In particular, avisec is not liable for slight negligence. Mandatory statutory liability, in particular for intentional or grossly negligent conduct, remains reserved.

To the extent permitted by law, this exclusion of liability also applies to the liability of auxiliary persons, third parties engaged and subcontractors.

9.2 To the extent permitted by law, avisec is in particular not liable for indirect and consequential damage, loss of profit, loss of production or use, project delays, business interruptions, additional expenses, data loss, or third-party claims not caused by conduct for which avisec is responsible.

Liability for damage arising from temporary unavailability or restricted functionality of the cameras, data transmission, the cloud platform or other technical systems is excluded to the extent permitted by law. Expressly agreed service levels remain reserved.

9.3 avisec does not guarantee that the cameras will function without disruption at all times and under all circumstances, or that they will record and transmit images without gaps. In particular, there is no liability for failures or restrictions due to power supply, mobile or internet connections, weather conditions, construction site conditions, interference by third parties or other circumstances outside avisec's sphere of influence.

The Customer is responsible for regularly checking that the cameras are functioning and for backing up and downloading the image data relevant to it in good time. Liability for lost or unrecorded image data is excluded to the extent permitted by law.

9.4 In the case of rented equipment, the Customer is liable for damage resulting from improper mounting, fastening, operation or use. The Customer is also liable for damage caused by third parties it has engaged. This applies in particular in the event of inadequate securing of the equipment and unauthorised interventions or modifications.

9.5 The Customer is responsible for the lawful use, processing, disclosure and publication of the image data generated by the cameras. The Customer shall indemnify avisec ag against third-party claims arising from any unlawful use or publication, or any use or publication in breach of contract, of the image data by the Customer or by persons it has authorised, insofar as the Customer is responsible for this.

9.6 Adjustments, inspections, repairs or additional call-outs that become necessary due to storms, hail, snow, changes to the construction site or other external influences are not part of the agreed basic services and may be invoiced to the Customer separately.

10 Rights to Image Data, Content and the avisec Cloud Platform

10.1 All intellectual property and usage rights to the avisec Cloud Platform, the standard software, interfaces, documentation, technical processes, and the underlying technologies and pre-existing materials remain with avisec or the respective rights holders. Where standard software subject to third-party rights is used, avisec holds the usage and distribution rights required for use in accordance with the contract.

10.2 For the duration of the contractual relationship, the Customer receives a non-exclusive, non-transferable and non-sublicensable right to use the avisec Cloud Platform and the agreed software functions to the extent specified in the contract. Passing on access credentials or use by unauthorised third parties is prohibited. Any transfer or commercial use of the platform outside the agreed contractual purpose requires the prior written consent of avisec.

10.3 Insofar as copyright or other protective rights exist in the image data created by avisec, these remain with avisec or the respective rights holders. avisec grants the Customer a non-exclusive right of use, unlimited in time and territory, to the image data created under the contract and paid for in full. This entitles the Customer to use, reproduce, edit and publish the image data in accordance with the contract. Third-party rights as well as data protection and other statutory restrictions remain reserved.

10.4 The Customer remains responsible for the lawfulness of, and the necessary rights to, all content, data, logos and other materials that it provides to avisec. The Customer grants avisec the rights of use to these materials required for the performance of the contract. avisec may use them exclusively to provide the agreed services, unless otherwise agreed in writing.

10.5 In the event of late payment, avisec is entitled to temporarily restrict or block access to the cloud platform and the use of the associated services in accordance with Section 4.6. Image data already paid for in full is not affected by any such restriction. The rights of use granted to the Customer in respect of such data remain in force. avisec's further rights in the event of late payment remain reserved.

11 Complaints and Acceptance

11.1 Where acceptance has been agreed for a service, the Customer shall inspect the service within the agreed period. In the absence of a specific agreement, the Customer shall report material defects in writing and in specific terms without delay after the service has been made available or acceptance has been requested.

11.2 If no complaint is made in due time, the service shall be deemed approved, insofar as identifiable defects are concerned and such deemed approval is permitted by law. Hidden defects remain reserved and must be notified without delay after their discovery.

11.3 Approval of a service does not exclude claims for defects that were intentionally concealed or only became identifiable at a later date.

12 Term and Termination

12.1 The term of the contract and the notice periods are governed primarily by the framework agreement or the respective order. Unless otherwise agreed, ongoing subscriptions may be terminated with two months' notice to the end of a billing period. If not terminated by ordinary notice, the services continue for an indefinite period and may thereafter be terminated with one month's notice, unless expressly agreed otherwise.

12.2 Termination of the framework agreement does not automatically terminate ongoing individual orders. These remain in force until the end of their agreed term, unless the parties agree otherwise in writing.

12.3 The right to terminate without notice for good cause remains reserved. Good cause exists, in particular, in the event of a material breach of contract that is not remedied despite a written reminder and a reasonable grace period.

12.4 Upon termination of the contract, the Customer shall pay for all services rendered up to the date of termination as well as for any non-cancellable costs already incurred.

12.5 After the end of the contract, the Customer will, to the extent provided for in the agreed scope of services, be given the opportunity to download its image data and recordings using the download functions provided by avisec. The provision and availability of the data are governed by the agreed services and retention periods.

12.6 The Customer is responsible for backing up and downloading its image data and other application data in good time. Additional data exports, data migrations, customised data preparation or extended retention are invoiced separately, subject to prior agreement.

13 Force Majeure

13.1 Neither party shall be liable for non-performance or delayed performance of its obligations insofar as this is caused by events beyond its reasonable control. These include, in particular, natural events, war, civil unrest, pandemics, strikes, official orders, large-scale network outages, failures of critical infrastructure and significant supply chain disruptions.

13.2 The affected party shall inform the other party as soon as possible and take appropriate measures to limit the effects. If the event lasts longer than 60 days, either party may terminate the affected order in writing; services already rendered and unavoidable costs remain payable.

14 Export and Re-export

14.1 The Customer is responsible for compliance with the import, export, sanctions and customs regulations applicable to it, insofar as these concern its use, transfer or re-export of the products delivered.

15 Governing Law and Place of Jurisdiction

15.1 Substantive Swiss law applies exclusively, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG), insofar as such exclusion is legally permissible.

15.2 To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the registered office of avisec:

avisec ag
Rugghölzli 2
5453 Remetschwil
Switzerland

16 Final Provisions

16.1 Amendments and additions to a contract must be made in writing. Electronic communication by email suffices, unless a handwritten signature is expressly required.

16.2 Should any provision of these GTC be wholly or partly invalid or unenforceable, the remaining provisions shall remain unaffected. The parties shall replace the affected provision with a valid provision that comes as close as possible to its economic purpose.

16.3 avisec may transfer rights and obligations arising from the contractual relationship to an affiliated company or a legal successor, provided this does not materially impair the legitimate interests of the Customer. Any transfer by the Customer requires the prior written consent of avisec.

16.4 These GTC supersede all previous versions and apply from the effective date stated in the quotation, the framework agreement or on the website. For existing contractual relationships, the version agreed at the time the contract was concluded applies in principle. Amendments to these GTC for ongoing contractual relationships require the consent of both contracting parties, unless a different amendment procedure has been expressly agreed in the framework agreement.