



## GTC

### General Terms and Conditions

#### 1. SCOPE OF APPLICATION & GENERAL PROVISIONS

These General Terms and Conditions, hereinafter referred to as the GTC, apply to all contracts between KarmaEDV Crescimanno, Villnacherstrasse 31, CH-5222 Brugg, hereinafter referred to as KarmaEDV or the Service Provider, and its customers.

The GTC apply in particular to IT services, consulting services, project services, operational services, products, digital content, as well as to services and offers provided via the website and the online shop of KarmaEDV.

The offer of KarmaEDV is mainly directed at customers in the Swiss Confederation and the Principality of Liechtenstein.

Deviating or supplementary terms and conditions of the customer shall apply only if KarmaEDV has expressly agreed to them in writing. Individual written agreements between KarmaEDV and the customer shall take precedence over these GTC.

For the sake of readability, simultaneous use of masculine, feminine and other linguistic forms is avoided. All personal designations apply equally to all genders.

#### 2. IT SERVICES

##### 2.1. CONCLUSION OF CONTRACT & CONTRACTUAL COMPONENTS

Quotations from KarmaEDV remain valid for 30 days unless a different validity period is specified in the quotation.

A contract between KarmaEDV and the customer is concluded in particular by:

- signing a contractual document;
- written or electronic acceptance of a quotation;
- an order confirmation by KarmaEDV;
- an order placed by the customer;
- or by making use of services that are customarily provided only against payment.

The contract consists of the individual agreement, the quotation or order confirmation, any appendices, service descriptions and these GTC. In the event of contradictions, individual agreements, quotations and order confirmations shall take precedence over these GTC.

##### 2.2. SERVICES

KarmaEDV provides the services specified in the contract, quotation or order confirmation.

The following types of services may be provided in particular:

**Project services:** services with an agreed work result or project objective.

**Consulting services:** consulting, support or other mandate services without any guarantee of a specific result, unless otherwise agreed.

**Operational services:** ongoing services such as maintenance, support, monitoring, operation, upkeep or support of IT systems.

Unless expressly agreed otherwise, KarmaEDV does not owe any specific availability, response time, recovery time or permanent operational readiness of systems.

##### 2.3. CUSTOMER'S DUTIES TO COOPERATE

The customer shall provide KarmaEDV, in a timely and complete manner, with all information, documents, systems, access data, contact persons and decision-making bases required for the provision of the services.

The customer is responsible for the accuracy, completeness and up-to-dateness of the information provided by the customer.

The customer is responsible for backing up its data unless data backup or backup services are expressly part of the agreed service. Before interventions in productive systems, the customer must create a current data backup or expressly commission KarmaEDV to create such a backup.

Delays, additional work or additional costs resulting from missing, late or incorrect cooperation by the customer shall be borne by the customer and charged on a time and materials basis, unless otherwise agreed.

The customer is responsible for ensuring that it has the necessary rights, licences, consents and authorisations to enable KarmaEDV to provide the agreed services.

##### 2.4. PLACE OF PERFORMANCE

Unless otherwise agreed, the place of performance for the services provided by KarmaEDV shall be the respective domicile of KarmaEDV.

Depending on the type of service, services may be provided on site, remotely or via suitable electronic means of communication.

##### 2.5. DEADLINES

Delivery and performance dates specified by KarmaEDV are indicative dates and not fixed dates unless they have been expressly designated in writing as binding fixed dates.

Deadlines shall be extended appropriately if the customer does not comply with its duties to cooperate in a timely manner, if changes to the services are requested or if circumstances occur for which KarmaEDV is not responsible.

##### 2.6. ACCEPTANCE

Project services shall be inspected by the customer within the agreed period. If no period has been agreed, the inspection must take place within a reasonable period after the service has been made available.

The customer must notify KarmaEDV immediately in writing of any material defects. If the customer fails to inspect the service

or notify defects within the required period, the service shall be deemed accepted.

Only material defects that substantially impair the use of the project service entitle the customer to refuse acceptance. Immaterial defects do not entitle the customer to refuse acceptance, but must be remedied by KarmaEDV within the scope of warranty.

A project service shall be deemed accepted upon productive use.

## **2.7. DEFAULT**

If KarmaEDV exceeds an expressly and bindingly agreed final deadline, the customer may issue KarmaEDV with a written reminder and set a reasonable grace period for performance. The grace period shall be at least 10 working days, unless a shorter period is reasonable in the individual case.

KarmaEDV shall not be in default to the extent that the delay is attributable to a lack of cooperation by the customer, changes to the services, third-party providers, force majeure or other circumstances for which KarmaEDV is not responsible.

## **2.8. INVOLVEMENT OF THIRD PARTIES**

KarmaEDV may involve suitable auxiliary persons, suppliers, subcontractors, cloud services, data centre services, software providers, AI services or other third-party providers in Switzerland or abroad for the provision of services.

The customer may reject the involvement of specific third parties if there are legitimate reasons for doing so, in particular for data protection, confidentiality or security reasons.

KarmaEDV shall be responsible for the services of third parties involved, insofar as they are engaged by KarmaEDV to fulfil its own contractual obligations and unless otherwise provided by law or contract.

For third-party services that the customer selects itself, directly commissions itself or whose terms and conditions the customer accepts itself, the terms and conditions of the respective third-party provider shall also apply.

In the course of providing services, KarmaEDV may use suitable cloud, software and AI services, provided this is appropriate for the fulfilment of the contract and data protection and confidentiality obligations are complied with. Confidential customer data, particularly sensitive personal data or productive access data shall be entered into such services only if this has been contractually agreed, is legally permissible or is necessary for the provision of the service and is appropriately protected.

## **2.9. SPECIAL PROVISIONS FOR PRODUCT DEVELOPMENT**

If a product in whose development KarmaEDV was involved is put into serial production or placed on the market, the customer is responsible for making clear that the customer is the manufacturer, distributor, operator or otherwise responsible entity for the product, unless otherwise agreed in writing.

The customer is responsible for complying with all product-related obligations, in particular obligations as manufacturer, distributor, legal manufacturer, operator or provider. This applies in particular to approvals, markings, documentation, safety

requirements, instructions for use, warning notices, regulatory requirements and market surveillance obligations.

Without the prior written consent of KarmaEDV, the customer may not refer to the involvement of KarmaEDV on products, packaging, documentation, advertising materials or other publications.

## **2.10. CHANGES TO SERVICES**

Both parties may request changes to the agreed services.

If a change to the services results in additional work, additional costs or schedule changes, KarmaEDV shall inform the customer in an appropriate manner. The resulting additional work shall be remunerated by the customer in addition, unless otherwise agreed.

In urgent cases, KarmaEDV may carry out necessary measures immediately, in particular if this is required to avoid damage, security risks, system failures or data loss.

## **2.11. REMUNERATION**

The customer shall pay KarmaEDV the remuneration agreed in the contract, quotation or order confirmation.

Depending on the agreement, remuneration shall be based on time and materials, time and materials with a cost ceiling, or a fixed price. Unless otherwise agreed, remuneration shall be based on time and materials at the rates of KarmaEDV valid at the time the contract is concluded.

For assignments outside the domicile of KarmaEDV, travel time shall count as working time. Travel expenses, out-of-pocket expenses, licence costs, material costs and other third-party costs shall be invoiced additionally, unless otherwise agreed.

All prices are stated in Swiss francs. As long as KarmaEDV is not subject to VAT, no VAT will be shown. Should KarmaEDV become subject to VAT, the legally owed VAT will be shown additionally or, in the case of offers to consumers, included in the total price, insofar as legally required.

## **2.12. INVOICING**

Unless otherwise agreed, KarmaEDV shall invoice its services monthly on a time and materials basis or after provision of the respective service.

Invoices are payable within 30 days from the invoice date.

After expiry of the payment period, the customer shall be in default without further reminder and shall owe default interest of 5% per year.

In the event of payment default, KarmaEDV is entitled to withhold further services, interrupt ongoing services or block access, provided this is legally permissible and proportionate.

## **3. INTELLECTUAL PROPERTY RIGHTS**

If a work result created by KarmaEDV within the scope of project services constitutes a patentable invention, the customer shall, after full payment of the remuneration owed for it, be entitled to the transfer or granting of the corresponding rights to this

invention, insofar as this is legally possible and unless otherwise agreed.

A patent search, patent application, patent prosecution, patent defence or other patent attorney activity is not part of the services of KarmaEDV unless this has been expressly agreed in writing.

Where necessary and possible, KarmaEDV shall support the customer with patent applications or related clarifications against separate remuneration.

With regard to other intellectual property rights, in particular copyrights, rights of use and know-how protection rights, the customer shall receive a right of use to the contractually intended extent after full payment of the remuneration owed.

The right of use permits the customer to use the work results for the contractually intended purpose. Unless otherwise agreed, the right of use is unlimited in time, transferable and also includes the right to edit and modify.

The right of use is non-exclusive unless expressly agreed otherwise.

The customer is not entitled to independently distribute, license or make available to third parties standard components, templates, frameworks, libraries, scripts, tools, methods, concepts or other reusable components of KarmaEDV separately from the specific work result.

If third-party products, open-source software or other third-party components are part of the services, the licence terms of the respective manufacturers, providers or licensors shall also apply.

KarmaEDV remains free to use the know-how acquired in the course of providing the services, provided that no trade secrets, confidential information or protected customer data of the customer are disclosed.

### **3.1. WARRANTY FOR OPEN SOURCE AND THIRD-PARTY PRODUCTS**

For third-party products, open-source software, cloud services, hardware, software licences and other third-party services, the respective terms, licence provisions, guarantees and warranty regulations of the third-party providers shall apply.

KarmaEDV does not provide any manufacturer's warranty for third-party products or open-source components.

Insofar as KarmaEDV integrates third-party products or open-source components into its own services, KarmaEDV shall be liable for professional integration within the scope of the agreed service, but not for errors, security vulnerabilities, availability problems, licence changes or functional changes of the respective third-party providers, unless KarmaEDV is responsible for them.

### **3.2. INDEMNIFICATION**

The customer shall indemnify KarmaEDV against claims by third parties or public authorities insofar as such claims are based on the fact that:

- the customer uses products, services or work results outside the agreed contractual purpose;
- the customer has provided its own content, data, specifications, materials or instructions that infringe third-party rights;
- the customer violates manufacturer, operator, distributor or regulatory obligations;
- the customer violates export, import, sanctions, licence or other statutory provisions;
- the customer has not commissioned KarmaEDV with a required review, patent search, licence check or legal clarification.

The duty to indemnify shall not apply insofar as KarmaEDV itself caused the claim through an intentional or negligent breach of its own contractual obligations.

The indemnification includes justified third-party claims as well as reasonable legal defence costs.

### **3.3. DATA**

In the course of providing services, KarmaEDV may process data, information and personal data of the customer.

Insofar as KarmaEDV processes personal data on behalf of the customer, KarmaEDV acts as a processor. In this case, the customer remains the controller responsible for the lawfulness of the data processing.

Insofar as KarmaEDV processes personal data for its own purposes, in particular for contract processing, invoicing, customer communication, accounting, IT security or fulfilment of statutory obligations, KarmaEDV acts as an independent controller.

KarmaEDV processes customer data only within the scope of the contract, in accordance with the customer's instructions and in compliance with the applicable data protection legislation, unless otherwise provided by law.

Where necessary, the parties shall conclude a separate data processing agreement.

KarmaEDV may involve suitable sub-processors and service providers for the processing of customer data, provided this is legally permissible and appropriate technical and organisational measures are taken.

The customer may request the surrender or deletion of customer data, provided that no statutory retention obligations, legitimate interests, technical restrictions or contractual obligations prevent this.

### **3.4. CONFIDENTIALITY**

The parties undertake to keep the confidential information of the respective other party confidential and to use it exclusively for the fulfilment of the contract.

Confidential information includes in particular trade secrets, technical information, access data, customer data, prices, concepts, documentation, strategies, source code, system information and other information in whose confidentiality a party has a legitimate interest.

Information shall not be subject to confidentiality if it is generally known, becomes publicly known without breach of contract, was lawfully received from third parties or must be disclosed due to statutory obligations.

The parties shall ensure that employees, auxiliary persons, sub-contractors and involved service providers are obliged to maintain confidentiality where necessary.

The confidentiality obligation shall continue beyond termination of the contract for as long as there is a legitimate confidentiality interest.

The customer shall be named as a reference customer only with the customer's prior consent.

## **4. LIABILITY**

KarmaEDV shall be liable for direct damages caused by a culpable breach of contractual obligations, insofar as legally permissible.

The liability of KarmaEDV shall, insofar as legally permissible, be limited to the amount paid by the customer for the specifically affected service. In the case of recurring services, liability shall be limited to the remuneration paid for the affected service during the last 12 months.

Liability for indirect damages, consequential damages, lost profit, data loss, business interruption, reputational damage, unrealised savings, damages resulting from third-party provider failures and damages resulting from improper use by the customer is excluded, insofar as legally permissible.

KarmaEDV shall be liable for data loss only insofar as KarmaEDV has expressly assumed data backup as a service or has caused the data loss intentionally or through gross negligence.

Liability for intent, gross negligence, personal injury and mandatory statutory liability remains reserved.

### **4.1. FORCE MAJEURE**

If a party is prevented by force majeure from fulfilling its contractual obligations in whole or in part, it shall be released from its performance obligation for the duration of the event and to the extent of the impediment.

Force majeure means events outside the sphere of influence of the parties, in particular disruptions to the public power supply, failures of communication infrastructure, failures of transport routes, government measures, cyberattacks, malware, fire, extraordinary weather conditions, epidemics, pandemics, natural disasters, war, terrorist attacks, strikes, sabotage and comparable events.

If a force majeure event lasts longer than 30 days, either party may terminate the affected contract for the future. Services already provided remain payable.

## **5. CONTRACT TERM**

Contracts for project services shall end upon completion or acceptance of the agreed service, unless otherwise agreed.

Contracts for consulting services may, unless otherwise agreed, be terminated by either party at any time. Termination at an inopportune time remains reserved.

Contracts for operational services, maintenance, support or recurring services shall apply for the agreed term. If no term has been agreed, they may be terminated with a notice period of 30 days to the end of a month.

Upon termination of the contract, KarmaEDV is entitled to invoice the services provided up to termination, expenses, licence costs, third-party costs and unavoidable expenditures.

## **5.1. EXTRAORDINARY TERMINATION**

Either party may terminate a contract without notice for good cause if the other party seriously breaches the contract or if bankruptcy proceedings or composition proceedings are opened against it.

Good cause exists in particular if a party is repeatedly or for an extended period in payment default, breaches material duties to cooperate, breaches confidentiality obligations or if continuation of the contractual relationship becomes unreasonable for the other party.

Before termination without notice, the terminating party may grant the other party a reasonable grace period to remedy the breach of contract, provided this is reasonable.

## **5.2. FORM**

Notices of termination and material contract-related declarations must be made in written or electronic form unless stricter form requirements are prescribed by law.

## **6. ONLINE SHOP**

### **6.1. REGISTRATION**

If a customer account is required for use of the online shop, registration is reserved for persons of legal age over 18 years with residence in Switzerland or Liechtenstein.

Registration is free of charge. There is no entitlement to registration or use of the online shop.

When registering, the customer is obliged to provide complete and truthful information and to update such information in the event of changes.

The customer is responsible for maintaining the confidentiality of its access data. In the event of suspected misuse, the customer must inform KarmaEDV immediately.

KarmaEDV may block or delete customer accounts if false information is provided, misuse exists, statutory obligations require this or legitimate security interests exist.

### **6.2. CONCLUSION OF CONTRACT & PRICE INFORMATION**

The presentation of products in the online shop does not constitute a legally binding offer, but rather a non-binding product presentation.

By submitting the order, the customer makes a binding offer to conclude a purchase contract.

After receipt of the order, the customer receives an automatic confirmation of receipt by email. This merely confirms receipt of the order and does not yet constitute acceptance of the offer.

The contract is concluded only when KarmaEDV expressly confirms the order, confirms dispatch or delivers the goods.

KarmaEDV is entitled to reject orders, in particular in the event of pricing errors, supply shortages, unavailable products, suspected misuse or incomplete customer data.

Before completing the order, the customer has the opportunity to check and correct the information provided.

The products in the online shop are described and illustrated as accurately as possible. Minor deviations in presentation, colour, packaging, technical specifications or design remain reserved, provided they are reasonable for the customer.

The prices published in the online shop apply. All prices are stated in Swiss francs. For consumers, prices are stated as total prices, excluding separately shown shipping costs.

As long as KarmaEDV is not subject to VAT, no VAT will be shown. Should KarmaEDV become subject to VAT, the legally owed VAT will be taken into account in accordance with the applicable requirements.

### **6.3. VOUCHERS & DISCOUNTS**

This section applies only if KarmaEDV offers vouchers, discount codes or comparable benefits.

Unless otherwise stated, vouchers and discounts apply only to the product value and not to shipping costs, fees, services or other additional costs.

Vouchers and discounts cannot be paid out in cash.

KarmaEDV may make vouchers and discounts subject to conditions, in particular a validity period, minimum order value, specific products or one-time use.

Improperly used vouchers or discounts may be rejected or cancelled by KarmaEDV.

### **6.4. PAYMENT & DEFAULT**

The customer shall pay using the payment methods offered in the online shop.

In the case of advance payment by bank transfer, the customer undertakes to pay the full invoice amount within 5 working days after the order.

If payment is not received on time, KarmaEDV is entitled to cancel the order and release reserved products for sale again.

The currently available payment options and any payment terms shall be published in the online shop or on the corresponding information page.

### **6.5. DELIVERY & SHIPPING COSTS**

Available stock items are usually dispatched after receipt of payment within 2 to 4 working days using the shipping method selected by the customer, unless a different delivery period is specified in the online shop.

Items that are not available from stock, are personalised, or are procured or produced to order may have longer delivery times. The customer will be informed of expected delivery periods.

Delivery periods are indicative values unless they have been expressly designated as binding.

Delivery is usually made by Swiss Post or another suitable shipping service provider.

KarmaEDV shall not be liable for delays caused by manufacturers, suppliers, shipping service providers, customs, force majeure or other circumstances for which KarmaEDV is not responsible.

In the case of undelivered, lost or damaged shipments, KarmaEDV shall support the customer in clarifying the matter with the shipping service provider. Further claims shall be governed by the statutory provisions and the terms and conditions of the shipping service provider, insofar as permissible.

Further details on shipping times and shipping costs shall be published in the online shop or on the corresponding information page.

### **6.6. RETURN**

Standard products may be returned by the customer without giving reasons within 14 days after receipt, provided they are unused, undamaged and in their original packaging.

The voluntary right of return excludes in particular:

products produced to order;

- personalised or customised products;
- unsealed or activated digital products;
- software licences after activation or transmission of the licence key;
- products that are unsuitable for return for hygienic, technical or other objective reasons.

Shipping costs remain payable and will not be refunded, insofar as legally permissible.

The purchase price will be refunded within a reasonable period after receipt and inspection of the returned products.

Further details on returns shall be published in the online shop or on the corresponding information page.

### **6.7. DEFECTS**

The customer is obliged to inspect the products after receipt and to notify KarmaEDV of visible defects within a reasonable period. Hidden defects must be reported immediately after their discovery.

Defects include in particular manufacturing defects or deviations from warranted characteristics. Defects do not include normal signs of use, damage caused by improper use, incorrect handling, external influences, unauthorised modifications or normal wear and tear.

In the event of justified defects, KarmaEDV may, at its own discretion and insofar as legally permissible, offer replacement delivery, repair, reduction of the price or refund.

In the event of transport damage, the customer must comply with the requirements of the shipping service provider and initiate a damage report. The customer must inform KarmaEDV immediately of the transport damage and provide suitable evidence, in particular photos of the packaging and the damaged product.

## **7. RETENTION OF TITLE**

Until full payment, delivered products shall remain the property of KarmaEDV, insofar as legally permissible.

Rights of use to software, digital content, work results or other intellectual property rights shall be granted only after full payment, unless otherwise agreed.

In the event of payment default, KarmaEDV is entitled to withhold services, block access, deactivate software licences or demand the return of delivered products, provided this is legally permissible and proportionate.

Services already provided remain payable and must be paid by the customer.

## **8. DATA PROTECTION & PRIVACY**

KarmaEDV attaches great importance to data protection and respects the privacy of customers and visitors.

The current privacy policy is published on the website of KarmaEDV and forms part of these GTC insofar as it applies to the respective use or service.

In the event of contradictions between these GTC and a separate data processing agreement, the data processing agreement shall take precedence insofar as it concerns the processing of personal data on behalf of the customer.

## **9. CUSTOMER SERVICE & CONTACT**

KarmaEDV Crescimanno  
Giuseppe Crescimanno  
Villnacherstrasse 31  
CH-5222 Brugg

E-Mail: [info@karmaedv.ch](mailto:info@karmaedv.ch)

## **10. FINAL PROVISIONS & PLACE OF JURISDICTION**

Should individual provisions of these GTC be wholly or partially invalid, void or unenforceable, the validity of the remaining provisions shall remain unaffected.

Instead of the invalid or void provision, a valid provision shall be deemed agreed that comes as close as possible to the economic purpose of the original provision, insofar as legally permissible.

Swiss law shall apply, excluding conflict-of-law provisions.

The place of jurisdiction shall be Brugg, Switzerland, insofar as legally permissible. Mandatory statutory places of jurisdiction, in particular for consumers, remain reserved.

## **11. RIGHT TO AMEND**

KarmaEDV may amend these GTC at any time.

In principle, the version of the GTC accepted at the time the contract was concluded shall apply to a contract.

For ongoing continuing obligations, in particular operational, maintenance or support services, amendments shall apply only if KarmaEDV informs the customer in an appropriate manner and the customer does not object within a reasonable period or continues to use the services after the amendment enters into force.

Mandatory statutory rights of the customer remain reserved.

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