

General Terms and Conditions of Boll Engineering AG

(Version 3.0, July 1, 2026)

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1 Definitions

The following terms used in these General Terms and Conditions of BOLL Engineering AG for BOLL products and services have the following meanings:

- (1) "GTC" refers to these General Terms and Conditions of BOLL Engineering AG for BOLL products and services in their currently valid version, available at: https://www.boll.ch/ch_en/partner/BOLL_AGB_v300_e.pdf.
- (2) "BOLL" refers to BOLL Engineering AG, headquartered in Wettingen and Lausanne, Switzerland (UID: CHE-106.267.536), and its subsidiaries BOLL Europe in Ulm, Germany (UID: DE-323140856) and BOLL Austria GmbH in Vienna, Austria (UID: ATU-80881869).
- (3) "BOLL Quote" refers to the document submitted to the customer by BOLL in electronic form or in writing, which contains a description of the products and services covered by the contract, as well as other essential contractual terms and any attachments, in particular the specifications.
- (4) "DSG" refers to the Federal Act of September 25, 2020, on Data Protection (Data Protection Act; SR 235.1), as amended from time to time.
- (5) "GDPR" refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data, on the free movement of such data, and repealing Directive 95/46/EC, as amended from time to time.
- (6) "Personal Data" is the uniform term for data within the meaning of Art. 3(a) of the Data Protection Act (referred to therein as "personal data") and within the meaning of Art. 4(1) of the GDPR.
- (7) "BOLL Partners" are the suppliers, manufacturers, or other contractual partners engaged by BOLL to provide goods, services, or other performance.
- (8) The terms "Customer" or "Customers" include the reseller as a contractual partner of BOLL and the end customer (who may be a consumer but has no direct contractual relationship with BOLL).
- (9) "Parties" is the collective term for the Customer and BOLL.
- (10) "End Customer" refers to a contractual partner of the Customer for whom the Customer offers products and services in its own name and on its own account by utilizing the contractual goods and services, but who has no contractual relationship with BOLL.
- (11) "Events of Force Majeure" as defined in Section 13 2 are (a) wars (whether declared or undeclared), hostilities, invasion, acts of foreign enemies, and general military mobilization; (b) civil war, riots, rebellion, and revolution; military or usurped power; insurrection; acts of terrorism; sabotage; or piracy; (c) currency and trade restrictions, embargoes, and sanctions; (d) lawful or unlawful acts of government, compliance with laws or government orders, expropriation, confiscation of works, reacquisition, and nationalization; (e) plague, epidemic, natural disaster, or extreme natural event; (f) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems, or power; (g) general labor disturbances such as boycotts, strikes, and lockouts, work-to-rule, and occupation of factories and buildings.
- (12) "Hardware" refers to the physical components of an IT infrastructure required to provide IT services. This includes servers, computers, network devices (such as routers and switches), storage systems, peripheral devices, and other electronic and mechanical equipment.
- (13) "Defect" refers to an impairment of the availability or quality of the products and services covered by the contract that is reported by the customer and/or identified by BOLL, regardless of the causes (e.g., system failure, hardware and software errors, user errors, or external influences) that led to this impairment. To the extent permitted by law, BOLL shall not be liable for the characteristics, functionality, or defects of products or services from manufacturers or third-party providers that are merely distributed or brokered by BOLL.
- (14) "OR" refers to the Swiss Federal Act Amending the Swiss Civil Code (Part Five: Law of Obligations; SR 220) in its currently applicable version.
- (15) "Products" is the collective term for all hardware and software products offered and distributed by BOLL.
- (16) "Software" refers to all programs, applications, operating systems, scripts, utilities, and associated data that control the functionality of hardware and enable IT services. Software includes ope-

rating systems, application software, middleware, firmware, tools, and scripts necessary for the operation of hardware and the provision of IT services.

- (17) "MSSP" stands for Managed Security Service Provider and refers to the provider of Managed Security Services.
- (18) "MSS" stands for Managed Security Service(s) and refers to services in the field of IT security that serve to protect, monitor, and improve the security of IT environments.
- (19) "Subscription" refers to a time-limited right to use or access software, cloud services, or other services during the agreed-upon term.
- (20) "Specification" refers to the entirety of the documents provided by BOLL and/or BOLL partners that describe the products and services covered by the contract, as well as the requirements for the intended use of such products and services.

2 Contract and Scope of Application

These General Terms and Conditions govern the business and contractual relationships, as well as the associated rights and obligations, between BOLL Engineering AG and its subsidiaries (hereinafter referred to as “BOLL”) and its customers with respect to all products and services covered by the contract. They apply to all contracts between BOLL and customers as set forth in Section 3.2 below, unless otherwise agreed in writing. BOLL's offers and services are directed exclusively at customers who are acting in the course of their commercial activities and who are not end users of the products, but rather acquire them solely for resale to third parties.

The customer's general terms and conditions shall not apply without the express written consent of BOLL.

3 General Provisions

3.1 Requests for Offers and Orders

The customer may order products and services offered by BOLL from BOLL by telephone, via all standard electronic channels in particular by email or in writing. Following and based on the customer's order, BOLL will submit one or more BOLL offers to the customer.

Responsibility for the selection, the intended customer-specific use of the products and services ordered by the customer from BOLL, and the results intended thereby lies exclusively with the customer.

3.2 Contractual Relationship

The contractual relationship between the customer and BOLL is established by the order confirmation delivered in writing or in text form electronically, or for example, in the case of immediate delivery without the issuance of a BOLL Offer at the latest upon shipment of the goods and issuance of the invoice to the customer. Subject to this condition, these General Terms and Conditions are deemed to have been accepted by the customer upon the unconditional acceptance of the ordered products and/or services.

The current version of the General Terms and Conditions is included in the electronic or written order confirmation or in BOLL's shipping documents, or is expressly referenced therein.

If the customer places an order without a BOLL quotation, the contractual relationship is formed no later than upon immediate delivery of products and immediate provision of services by BOLL, upon the customer's acceptance of the products and/or services.

Should individual provisions of these General Terms and Conditions or of the contract concluded between BOLL and the customer be or become invalid or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected.

All side agreements, amendments, and additions to these General Terms and Conditions must be in writing to be valid.

3.3 Deadlines and Default

The deadlines specified by BOLL for the delivery of products covered by the contract or the provision of services covered by the contract are, unless expressly guaranteed otherwise by BOLL, approximate and are provided to the customer without warranty. This applies in particular in the event of delivery delays, e.g., due to supply issues on the part of the manufacturer.

BOLL is in default if, after the agreed delivery deadline has expired, the customer has granted BOLL a reasonable grace period of at least 10 days in writing and this period has elapsed without result. Once this grace period has expired without action, the customer may grant BOLL a further grace period of at least 10 days and, upon its expiration, may withdraw from the contract. Once an order has been irrevocably placed with the manufacturer and can no longer be cancelled under the manufacturer's terms and conditions, the Customer is no longer entitled to terminate or cancel the Agreement. BOLL will notify the Customer when this stage has been reached.

If the Customer validly terminates the Agreement in accordance with these Terms and Conditions, BOLL will refund any payments already made for products that have not been delivered. Except for such refund, the Customer shall have no further claims against BOLL. To the extent permitted by law, BOLL shall not be liable for damages resulting from a delay in delivery. In particular, the seller shall not be liable for indirect or consequential damages, lost profits, production losses, business interruptions, or claims by third parties (including the customer's end customers). In particular, BOLL shall not be liable

for delivery delays or failures attributable to late or failed deliveries from manufacturers or upstream suppliers, provided that BOLL is not at fault. This is without prejudice to mandatory statutory liability, in particular for willful misconduct or gross negligence. In any case, liability is limited to the order value of the goods or services.

BOLL may terminate the Agreement, in whole or in part, if, despite placing its orders properly and in due time, it is unable to obtain the required products or services from its suppliers, or receives them late for reasons beyond its reasonable control, where this materially affects BOLL's ability to perform the Agreement. This is subject to the condition that BOLL is not responsible for the failure to deliver and there is no reasonable alternative means of procuring the performance owed. BOLL will immediately inform the customer of the delivery disruption. In the event of withdrawal, any payments already made will be refunded. Further claims by the customer are excluded to the extent permitted by law.

3.4 Partial Performance

Unless expressly provided otherwise, BOLL is entitled to provide partial performance.

3.5 Use of Third Parties

BOLL is entitled to engage third parties, in particular BOLL partners, to fulfill its delivery and performance obligations to the customer. BOLL is obligated to carefully select the third parties engaged, to provide them with appropriate instructions, and to supervise them as necessary.

Unless otherwise specified in the BOLL Offer or these General Terms and Conditions, BOLL is liable for the fulfillment of delivery and service obligations by such third parties to the same extent as for the fulfillment of its own obligations to the customer.

4 Acceptance, Inspection, and Transfer of Risk and Title

The customer is obligated to inspect the products delivered by BOLL under the contract immediately for damage, completeness, and correctness, and to notify BOLL in writing of any defects immediately upon discovery, but no later than 14 days after delivery. Hidden defects must be reported immediately upon discovery.

Benefit and risk shall pass to the customer upon handover of the products covered by the contract.

5 Return of Products

The return or shipment back of defective products by the customer must be arranged in advance with BOLL, for which BOLL will provide an application form that must be completed fully and correctly. The return must be made at the customer's expense and risk, in full and in the original packaging.

6 Prices, Additional Costs, and Terms of Payment

6.1 General Principle

The prices for the products and services covered by the contract are quoted strictly net in Swiss francs (CHF), euros (EUR), or another agreed-upon foreign currency, excluding statutory sales tax and value-added tax, duty-paid, and ex BOLL's distribution center.

6.2 Incidental Costs and Minimum Quantity Surcharge

The costs for packaging, shipping, and delivery (freight/transport), as well as disposal costs for the products covered by the contract and any other incidental costs, are not included in the prices.

6.3 Support Services

Fees for support services requested by the customer are not included in the prices for the products covered by the contract and will be billed to the customer at the rates specified in the currently valid price list.

6.4 Other Services

Fees for other services requested by the customer that are not covered by the explicit service descriptions of the products and services covered by the contract must be paid separately by the customer.

Unless otherwise agreed, BOLL's general terms and conditions for the provision of consulting and support services, as set forth in the currently valid price list, shall apply to such services.

6.5 Price List and Price Adjustments

The prices of the products and services covered by the contract, the associated incidental costs, and the fees for support and other services shall be calculated in accordance with the price list current at the time of order confirmation, unless otherwise specified in the BOLL quotation. The prices shown in the documentation are based on the manufacturer's price list available to us. Should the manufacturer change its prices at short notice, we reserve the right to adjust the prices in the existing offer accordingly.

6.6 Terms of Payment and Default

Unless otherwise specified in the BOLL quotation, all invoices issued by BOLL for the products and services covered by the contract are due and payable net on the tenth day following the invoice date to the specified account.

Upon the expiration of this payment period without payment, the customer shall be in default without the need for a reminder, and BOLL shall be entitled to suspend, in whole or in part, outstanding deliveries of products covered by the contract and the continued provision of services covered by the contract until the outstanding claims have been settled or secured. All costs incurred by BOLL as a result of such a suspension of deliveries shall be borne by the customer.

If the customer fails to pay or secure the outstanding claims even within a grace period set by BOLL, BOLL may choose any of the legal remedies provided for in Art. 107(2) of the Swiss Code of Obligations (OR). In addition, BOLL is entitled to suspend further agreed-upon deliveries of products and the continued provision of other services to the customer.

7 Confidentiality of Confidential Information, Patents, and Other Intellectual Property Rights

7.1 Confidentiality

The customer agrees to treat any confidential information disclosed or made available to it by BOLL and BOLL partners as strictly confidential; not to disclose such information to third parties, either in whole or in part, or to permit third parties access to it, nor to publish it, unless and to the extent that this is necessary for the use of the products and services covered by the contract or the relevant BOLL offer expressly permits it.

7.2 Patents and Other Intellectual Property Rights

The customer acknowledges and protects the intellectual property, registered trademarks, copyrights, and patent rights of BOLL and its suppliers. The customer shall use the products only for the purpose intended by the manufacturer. Product names and/or copyright symbols may not be removed from the products. Software may not be modified or translated.

8 Data Protection

8.1 General

When processing personal data, BOLL complies with applicable legal provisions, in particular the provisions of the DSG and the GDPR, if and to the extent that these are applicable in connection with the provision of the products and services covered by the contract.

BOLL protects personal data against unauthorized processing, accidental deletion, loss, destruction, alteration, or damage through appropriate technical and organizational measures and treats such data confidentially. BOLL's privacy policy, in its current version, is available at https://www.boll.ch/privacy_statement.html. The customer accepts the content of the Privacy Policy.

8.2 Purposes of Processing

8.2.1 Contract fulfillment

BOLL processes personal data in order to fulfill its contractual obligations to the customer or when necessary for the security of operations and infrastructure, as well as for billing purposes. Necessary information provided by the end customer is forwarded to the respective BOLL partner for contractual reasons, as order fulfillment would not be possible without this information.

8.2.2 Customer Care and Quality

BOLL is authorized to process personal data for the proper handling and maintenance of business-related customer relationships and to ensure a high quality of products and/or services.

8.2.3 Anonymization of Personal Data

BOLL is entitled to anonymize the personal data it processes and to process it in anonymized form for other purposes. Once this processing is complete, it is no longer possible for BOLL or any other data processors to draw conclusions about the data subject.

8.2.4 Outsourcing and Disclosure of Personal Data to Third Parties

8.2.4.1 Outsourcing

BOLL is entitled to outsource the processing of personal data to third parties acting as processors for the purposes set forth in Sections 8.2.1, 8.2.2, and 8.2.3. BOLL is obligated to carefully select its processors, provide them with appropriate instructions, and monitor them as necessary.

8.2.4.2 Disclosure

BOLL is entitled to disclose personal data to courts, government authorities, debt collection service providers, or other third parties if this is necessary to provide the products and services covered by the contract or to protect the legitimate interests of BOLL or of BOLL partners and other third parties as defined in Section 3.4, specifically for the purpose of initiating civil proceedings or for law enforcement purposes.

8.3 Data Processing on Behalf of the Customer

To the extent that BOLL processes personal data for the purposes and on behalf of the customer, the customer and BOLL shall enter into data processing agreements in accordance with Article 9 of the DSG or Article 28 of the GDPR.

9 Warranty

9.1 Warranty of Quality

9.1.1 Scope and Rights in Case of Defects

BOLL warrants that the products and services covered by the contract will possess the qualities specified in the specifications when used properly and in accordance with the specifications.

In the event of proven defects, BOLL shall fulfil its warranty obligations by repairing the affected products or services or by supplying replacement products. Alternatively, BOLL may satisfy its warranty obligations by providing the Customer with a reasonable workaround to avoid or mitigate the effects of the defect. The provisions of Sections 9.1.2 and 9.1.3 remain reserved.

9.1.2 Products and Services from BOLL- Partners

For products and services from BOLL partners, only the warranty and guarantee provisions of the respective BOLL partner apply. No further or differing warranty or guarantee claims exist. To the extent that BOLL has its own warranty or guarantee claims against the BOLL partner, BOLL shall assign these to the customer upon request, provided that the customer complies with the procedures established by the respective BOLL partner for warranty and guarantee claims.

9.1.3 Exclusions

The customer's warranty is excluded if the impairment of the availability or quality of the products and services covered by the contract is attributable to one of the following causes: (a) inadequate maintenance, (b) failure to comply with operating or installation instructions, (c) improper use of the products and services covered by the contract, (d) use of unauthorized parts and accessories, (e) normal wear and tear, (f) improper handling or treatment during transport, (g) modifications or attempted repairs by the customer or third parties, (h) external influences, in particular events of force majeure, as well as other reasons for which neither BOLL nor BOLL partners are responsible.

If BOLL and/or BOLL partners provide services to analyze or remedy impairments to the availability or quality of the products and services covered by the contract, without being obligated to do so, BOLL may demand compensation in accordance with Section 6.4. This applies in particular if a disruption

reported by the customer cannot be verified or is not attributable to BOLL, or if the products and services covered by the contract are not used properly or in accordance with specifications.

If we or our partners nevertheless perform service or diagnostic work—for example, because no clear fault is found or the malfunction was not caused by us—we may charge a fee for this (see Section 6.4). This also applies if devices or software are not used as agreed or intended.

9.2 Legal Warranty

BOLL warrants that, provided the products and services covered by this agreement are used by the customer or the customer's end users in accordance with the terms and specifications, no patents, copyrights, or other intellectual property rights of third parties will be infringed.

9.3 Third-Party Intellectual Property Claims

If a third party asserts claims against the customer or its end customers for infringement of patent, copyright, or other industrial property rights arising from the contractual use of the products or services supplied by BOLL, the customer shall notify BOLL in writing of such infringement notices without delay. BOLL will forward these notices to the supplier or manufacturer and request that they resolve the situation. BOLL is entitled, at its own discretion, either to conduct the legal dispute with the third party itself or through the manufacturer to defend against the asserted claims, or to secure for the customer either the right to continue using the products or services in question, to modify or replace the affected products or services in such a way that no infringement of intellectual property rights remains, or to take back the affected products or services. If these measures do not lead to a reasonable solution within a reasonable period of time, the customer is entitled to reduce the compensation for the affected products or services appropriately or to withdraw from further purchases. Further claims by the customer are excluded to the extent permitted by law.

10 Managed Security Service Provider (MSSP)

10.1 Licenses and Support

Special provisions apply to Managed Security Services, and the following priorities apply in this regard:

1. Quotation
2. MSSP-Specific Provisions (Section 10)
3. General Provisions of These Terms and Conditions

10.2 Service Description and Term

The nature, scope, and term of the MSSP or MSS services are set forth in the respective offer, the order confirmation, or the product-specific terms and conditions. Unless otherwise agreed, the initial term is twelve months. Thereafter, the contract automatically renews for additional twelve-month periods unless terminated by either party in accordance with the applicable notice period effective at the end of the current contract term.

To the extent that manufacturer- or product-specific provisions stipulate different terms, renewals, or notice periods, those provisions shall take precedence.

Unless otherwise agreed, the reseller is the licensee vis-à-vis the manufacturer. The reseller is also responsible for granting its end customers the agreed-upon support and usage rights in accordance with the respective manufacturer's terms and conditions.

10.3 Warranty and Suspension of MSSP Services in the Event of Late Payment

BOLL ensures that MSSP services meet the warranted specifications. However, uninterrupted operation or the absence of errors in all system environments cannot be guaranteed. Defects will be addressed according to urgency. If a defect cannot be remedied despite a reasonable grace period, the customer is entitled to terminate the affected service at the end of the current contract term or, if objectively justified, to demand a reasonable reduction in compensation. Further claims are governed by these General Terms and Conditions.

If the customer fails to fulfill its payment or cooperation obligations toward BOLL in a timely manner or in full, BOLL is entitled, following a prior warning and the expiration of a reasonable grace period, to cease, restrict, suspend, or not renew the provision of MSSP services in whole or in part. This also applies if the services are provided technically or organizationally to end customers of the BOLL custo-

mer. In this case, BOLL is further entitled to terminate, block, suspend, or not renew the affected manufacturer or provider services in whole or in part, to the extent permitted or required by the applicable manufacturer or provider terms and conditions.

All consequences of such a discontinuation, restriction, blocking, suspension, or non-renewal of the services shall be borne exclusively by BOLL's contractual partner (the customer). The contracting party remains solely responsible to its end customers for the provision of services, for informing its end customers, and for any claims, damages, interruptions, or data loss, unless these are due to intentional or grossly negligent conduct on the part of BOLL.

The customer's payment obligations for services already received, ordered, or for which the manufacturer or provider has already charged remain unaffected by any discontinuation or restriction.

11 Subscriptions / Automatic Subscriptions

Subscription products are services with recurring billing and a fixed or automatically renewable term. The contracting party (customer) is obligated to pay the agreed-upon fees on time. By placing an order, the customer accepts the terms, renewals, notice periods, and conditions of the BOLL partner (manufacturer) applicable to the respective product. BOLL processes billing based on the data reported by the BOLL partner (manufacturer), and the customer is responsible for payment. In the event of late payment, BOLL is entitled to suspend, discontinue, or not renew subscription services in whole or in part, or to terminate the contract. Fees already incurred or charged by the manufacturer remain due in any case.

12 Liability

12.1 BOLL's Liability for Gross Negligence and Intent

BOLL shall be liable without limitation, irrespective of the legal basis of the claim, for any loss or damage resulting from its wilful misconduct or gross negligence, as well as for any personal injury caused through its fault, in connection with the proper use of the products and services in accordance with the applicable specifications by the Customer, its end customers, or third parties engaged by BOLL pursuant to Section 3.5.

12.2 BOLL's Liability for Slight Negligence

BOLL shall be liable to the Customer for damages caused in connection with the proper use of the products and services covered by the contract in accordance with the specifications by the Customer, BOLL's end customers, or third parties engaged by BOLL as defined in Section 3.4, regardless of the legal basis, in cases of slight negligence, up to a maximum per claim and per contract year equal to the price paid by the customer for the products and services covered by the contract at the time of the claim. Section 9.2.1 remains reserved.

12.3 BOLL's Liability for Indirect and Consequential Damages

To the extent permitted by law, BOLL excludes liability for indirect and consequential damages, such as lost profits, unrealized savings, business interruption, third-party claims, or data loss. Section 9.2 remains reserved.

13 Force Majeure

Government orders and events of force majeure that prevent one party from fulfilling one or more of its contractual obligations to the other party shall release that party from fulfilling its contractual obligations, as well as from the obligation to pay damages or to fulfill any other contractual and/or statutory obligations arising from a breach of contract, for the duration of the hindrance, provided that the affected party promptly informs the other party of the hindrance and the relevant circumstances and can demonstrate that (a) the hindrance is beyond its reasonable control, (b) the hindrance was not reasonably foreseeable, and (c) the effects of the hindrance could not reasonably have been avoided or overcome by it.

If the force majeure event continues for more than 90 consecutive days, either party may terminate the affected Agreement by giving the other party at least seven (7) days' prior written notice.

14 Final Provisions

14.1 Formal Requirements

By placing an order or purchasing products and services, the customer accepts these General Terms and Conditions. Amendments, additions, or deviating agreements are valid only if they are set forth in the applicable BOLL offer or otherwise documented in writing. The prices, deadlines, and provisions listed in the offer shall prevail. Exceptions apply only to the extent that they are expressly provided for in these General Terms and Conditions or in the relevant BOLL offer.

14.2 Governing Law

These General Terms and Conditions and the BOLL offers are subject

- to Swiss law for BOLL Engineering AG, Wettingen, Switzerland
- for BOLL Europe GmbH, Ulm, Germany, to German law
- for BOLL Austria GmbH, Vienna, Austria, Austrian law

in each case excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) and the provisions of private international law. To the extent that German or Austrian law applies, mandatory provisions of European Union law remain reserved.

14.3 Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is, to the extent permitted by law, the competent court at the registered office of the respective BOLL company that entered into the contract. These are:

- for BOLL Engineering AG: Wettingen, Switzerland
- for BOLL Europe GmbH: Ulm, Germany
- for BOLL Austria GmbH: Vienna, Austria