

T&C for Orders via the CREALOGIX Online Shop

1. Scope

These General Terms and Conditions ("**T&C**") apply to all orders and downloads you submit to us, CREALOGIX AG, based in Zurich (hereinafter called "**CREALOGIX**" or "**we/us**") relating to products and services specified in our online shop or customer service.

In addition to these T&C, product-specific terms (e.g. license and software maintenance agreements) apply to any Stand-alone Software made available by us for download. Such additional terms must be accepted both prior to completion of the order process and, if applicable, again during installation of the software and form an integral part of this agreement.

Our range of products is aimed exclusively at customers resident or owning businesses located in and with delivery address in Switzerland or the Principality of Liechtenstein.

2. Definitions

"**Hardware**" refers to physical products that may be used with or without Host Software.

"**Firmware**" means the Software integrated into CREALOGIX Hardware.

"**Host Software**" is Software that is required to operate CREALOGIX Hardware.

"**Stand-alone Software**" is Software that can be used without CREALOGIX Hardware.

The term "**Software**" includes Firmware, Host Software and Stand-alone Software.

3. Conclusion of the agreement

Your order represents an offer to CREALOGIX to conclude an agreement in accordance with these T&C. We are not obliged to accept your order.

After you have placed your order, an automatically generated message will be displayed to confirm transmission of your order. This message merely serves to inform you that we have received your order.

An agreement between you and CREALOGIX will be validly formed only once we declare acceptance of your offer. We will declare acceptance of your offer by sending you an order confirmation by e-mail. In the event that we cannot accept your offer, we shall attempt to notify you by telephone or e-mail. These T&C constitute an integral part of all agreements with CREALOGIX relating to products and services, whether premium or free. Side agreements or deviations from the T&C shall be valid only subject to express agreement in writing.

CREALOGIX reserves the right to amend these T&C at any time. The T&C as amended at the time of submitting an order or a download shall be decisive. By agreeing to these T&C you confirm that you are of legal age and have legal capacity.

4. Place of fulfilment

The place of fulfilment for our products and services and for payments owed by you are the registered premises of CREALOGIX in Zurich, unless otherwise expressly agreed.

5. Terms of delivery

a. Hardware (incl. integrated Firmware)

Hardware (incl. integrated Firmware) usually will be shipped on the working day following order confirmation; except when prepayment is chosen as payment method. Orders placed against prepayment usually will be shipped on the working day following the receipt of payment. In spite of our best efforts, there may be cases where CREALOGIX is unable to deliver these products at all or on time. Supply shortages are usually announced in our online shop. CREALOGIX disclaims any liability for damages resulting from delayed delivery to the extent permitted by law.

b. Host Software

The current version of the Host Software can be downloaded from Customer Service.

c. Stand-alone Software

Stand-alone Software will be delivered by sending the download link for the Software as well as the license or serial number. This information usually will be sent together with the order confirmation or in a separate message following the order confirmation.

6. Delivery and passage of risk

Hardware will be delivered to the delivery address provided by you.

Upon dispatch of Hardware, the risk of accidental deterioration and of accidental loss of the goods shall pass to you. In addition, we do not accept responsibility for any fault on the part of the transport company used.

7. Prices

Any and all quoted prices are final prices, i.e. they include VAT and advance recycling fee. The stated price does not include shipping costs which shall be charged additionally depending on the product category and shall be shown at the checkout before completing the order process. All prices are in Swiss francs.

Discounts, if any, are not cumulative.

8. Payment and term

You can choose from the payment options shown in the online shop. For products ordered on account or by prepayment, the price shall be due and payable strictly net within 20 days from the invoice date.

If a prepayment order is submitted and the invoice amount is not paid by the deadline, you will receive a payment reminder with a final payment deadline. If the invoice amount is not paid by such final payment deadline either, the order will be cancelled. The license of Software products in such case will be blocked or reset to the status prior to the order.

If the order is submitted on account and the invoice amount is not paid by the deadline, the dunning process will be initiated. If the dunning notice is unsuccessful, the invoice amounts may be assigned to a debt collection agency. The debt collection agency will claim the outstanding amounts in its own name and for its own account and may charge additional processing fees. In case of Software products, if the invoice amount is not paid by the final payment deadline specified in the dunning notice, the license will be blocked or reset to the status prior to the order.

In the event of payment default, CREALOGIX will be entitled to charge default interest at 5% p.a. and reasonable reminder fees.

Delivered Hardware will remain the property of CREALOGIX until full payment has been received. CREALOGIX is entitled to enter retention of title into the relevant register.

9. Return policy

a. Hardware

You have the right to cancel the agreement without stating reasons within a period of 20 days and to return the Hardware together with the completed return form (available at clx.ch/support). For this to occur, the delivered Hardware must be undamaged, in working order, complete and in undamaged original packaging. If these conditions are not fulfilled, CREALOGIX will charge a processing fee of CHF 40.00 or will be entitled to reject the return of the goods. The return period will commence on the day you receive the Hardware. You will bear the costs of the return shipment. If Hardware is duly returned within the prescribed period, the outstanding invoice will be cancelled or you will receive a refund from CREALOGIX for the purchase price paid.

b. Software

CREALOGIX does not take back Software and you have no right of return. CREALOGIX usually provides free demo versions to allow customers to test out the premium Software without any risk. You therefore usually have the opportunity to try out the Software before you buy it for a period of 60 days.

10. Warranty

a. Hardware

You are required to inspect the delivered hardware as soon as possible in the ordinary course of business and to notify us via our customer service about any defects immediately upon discovery.

In consultation with us, the defective Hardware shall be returned to CREALOGIX in its original packaging, together with the completed return form. The return form is available for download from our customer service at clx.ch/support You will bear the costs of the return shipment.

If claims due to defects in the contractual product are made to CREALOGIX in a timely, comprehensible and justified manner, the defective contractual product shall either be repaired free of charge or replaced with a new contractual product at our discretion. The warranty period is 24 months from the delivery date. Any further warranty claims shall be excluded. The warranty does not cover, in particular, normal wear and tear as well as the consequences of improper handling or damage by you or third parties. Any warranty claim will also be excluded if Hardware supplied by us is modified or if the contractual product is used in a hardware or software environment other than the one intended.

b. Software

Subject to product-specific regulations providing otherwise and to the extent permitted by law, all warranties of quality and title are excluded for Software.

11. Software maintenance

a. Firmware and Host Software

Firmware and the Host Software downloaded by you may need to be updated during the lifetime of the product. Maintaining functionality and safety of the product may depend on such updates. By accepting these T&C, you agree to automatically receive and install updates and upgrades throughout a period of two years after conclusion of this agreement. Even after expiry of two years from conclusion of this agreement, we may continue to provide you with updates and upgrades at our sole discretion.

b. Stand-alone Software

Updates for Stand-alone Software are regulated in product-specific provisions (e.g. software maintenance agreements, update subscriptions etc.).

12. Intellectual property and use

For the term of this agreement, subject to product-specific regulations and subject to third-party licensing terms and conditions providing otherwise, you shall be granted the personal, non-transferable, non-sublicensable, non-exclusive right to use and utilize the Software. All other rights to intellectual property or know-how existing or arising during the performance of this agreement with respect to any Software and associated documentation and all rights of use not expressly transferred shall remain with CREALOGIX or with the respective entitled third parties. The further content and scope of the right of use of Software may also be agreed in product-specific terms.

The scope of rights of use of software which has been developed by third parties and granted by us to you shall be limited to the rights of use granted to us by such third party.

In the event of non-compliance with the terms of use, CREALOGIX may terminate the contractual relationship with immediate effect and without prior notice and may cancel the license for use without refunding any fees already paid.

13. Data protection

You agree that all data required for order processing as part of performance of the agreement, including data which is transmitted or disclosed or becomes known to affiliated companies and companies with whom an indirect or direct shareholding relationship exists, may be transmitted and saved, processed and used by the latter. However, data usage is restricted to the purpose of performance of the agreement. CREALOGIX is entitled to use your contact information for its own marketing purposes. Further information on data handling is available at [crealogix.com/ch/en/data protection declaration/](https://crealogix.com/ch/en/data-protection-declaration/)

14. Liability and disclaimer

CREALOGIX will be liable for any direct damage sustained by you under or in connection with the performance of this agreement on any legal grounds whatsoever only in cases of wilful intent or gross negligence. Any further liability on the part of CREALOGIX, on any legal grounds whatsoever, is hereby expressly excluded to the extent permitted by law, unless product-specific regulations provide otherwise. In particular, CREALOGIX will not accept any indirect or consequential damage, loss of profit, lost savings, damage due to delivery default, third party claims or data loss. CREALOGIX also will not be liable for any damage sustained by you due to transmission errors (e.g. when using document readers), a lack of internet connection, unlawful third-party interference, network overload, wilful blockage of electronic access by third parties etc. **To the extent permitted by law, any liability for assistants of CREALOGIX as well as any liability for coincidence will also be excluded.**

15. Force Majeure

CREALOGIX shall not be liable or responsible to the other party, nor deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of this agreement, when and to the extent such failure or delay is caused from governmental orders or a Force Majeure event. If a party is unable to perform its obligations under this agreement due to a Force Majeure event, then the target date for the fulfillment of such obligations shall be postponed in line with the continuation of such Force Majeure event. Force majeure shall not apply to obligations to make payments to the other party hereunder.

The following shall be considered Force Majeure events: flood, fire, earthquake, explosion, war, military mobilization, insurrection, requisition, seizure, embargo, terrorist threats or civil unrest, restrictions in the use of power or transportation facilities, strikes or other industrial disturbances, cyber incidents, epidemics and quarantines, loss of manpower or breakdown of supply chains caused by Force Majeure, and other events beyond the reasonable control of the party impacted as well as failure or delay in deliveries by sub-contractors caused by any such circumstance referred to in this clause.

16. Severability

If a provision of these T&C is or becomes void or invalid, the remaining part of the T&C shall not be affected. Invalid or void provisions shall be replaced by valid provisions which come closest to their economic purpose. The same procedure shall be followed in the event of any gap in the agreement or if a provision proves to be unenforceable.

17. Applicable law and place of jurisdiction

Agreements concluded with CREALOGIX are subject to Swiss law. The provisions of the UN Convention on Contracts for the International Sale of Goods shall be excluded to the extent that they could be applicable. **Place of jurisdiction shall be Zurich, unless a different mandatory place of jurisdiction is provided by law. However, to the extent permitted by law, CREALOGIX reserves the right to alternatively prosecute you at your place of residence or business.**