

General terms and conditions Retail

1. Scope of application and validity

All sales, deliveries and services provided by Data Quest AG, Moosmattstrasse 36, 8953 Dietikon, (hereinafter «DQ», «DQ Solutions», «we», «us», «our», etc.) to natural persons (hereinafter «consumer», «you», «customer», «you», etc.) are fully and exclusively subject to these General Terms and Conditions (GTC), unless they have been amended or supplemented by mutual written agreements.

You are considered a consumer when you obtain services from DQ (purchases and/or services) that are intended for your personal or family needs.

2. Offerings

Our offers are limited in time, either according to the legal rules or according to the specific information in the offers themselves. Our offers are of a confidential nature and may only be made available for inspection to those persons who need to know our offers in order to fulfil their obligations. All product details, photos of products, technical specifications, details of accessories, etc. on the Internet or in advertising (brochures, catalogues, promotions, etc.) are provided without any guarantee. The specifications published at the time of purchase are decisive.

We reserve all property rights and copyrights exclusively to the work results produced by us, in particular to all proposals, offers, concepts and documents (as well as the respective designs) produced by us.

3. Delivery area

Delivery is mainly made to addresses in Switzerland and the Principality of Liechtenstein, only in rare exceptional cases abroad, in each case at the expense and risk of the customer.

Unless otherwise agreed, DQ reserves the right to make partial deliveries. In the event of a partial delivery, the shipping costs will only be charged once and at the rate applicable to the entire order.

4. Prices and orders

The prices quoted in our offers, price lists, brochures, catalogues, flyers, etc. are non-binding. The means of payment accepted by DQ are clearly and conclusively declared in the online shop and at the points of sale.

DQ may exclude individual means of payment in general or for individual customers without further justification. DQ reserves the right to obtain creditworthiness checks on the customer and may forward customer data to third parties for this purpose.

In the case of purchase on account with instalment facility, please see the provisions of point 6 below.

In the case of rental: In this case, the relevant GTC of DQ for «Smart Upgrade» or «iPad4Kids», which you can find on the DQ website, are exclusively binding. The designations may change in the course of time, whereby you will find the current GTC on the DQ website.

All prices include value added tax (VAT) and other statutory fees such as Suisa and the advanced recycling fee (VRG) in Swiss francs. Incidental costs such as installation, assembly, accessories, packaging, shipping, delivery, surcharges for certain means of payment and services will be invoiced separately by DQ. Technical changes, errors and misprints are reserved.

DQ has the right to change prices at any time. The price that is posted on site at the point of sale or published at www.dq-solutions.ch/en/home at the time of the order shall apply. Price changes made after receipt of payment will not be taken into account.

If an order is cancelled, you may be charged a flat rate of CHF 200 for our handling costs. There are products that are excluded from cancellation, return and exchange, in particular for those that have been specially manufactured or configured for you. For other products, cancellations are only permitted if no services whatsoever have been provided by DQ (or its third parties or manufacturers) (e.g. installations, configurations). The right of cancellation (return of the purchased item or withdrawal by the customer) is excluded. However, cf. clause 9 below (exchange of goods)

When purchasing with debit and credit cards, the charge is made at the time of the order or at the time of the checkout payment at the point of sale. The data for payment via credit and debit cards are transmitted in encrypted form. When purchasing on prepayment, the desired goods are only handed over or the order is only triggered as soon as the corresponding payment has been received. If goods are in short supply, goods with the status «in stock» may not be available for immediate delivery until the order is triggered. If payment is not received by DQ within five (5) working days, DQ may cancel the order without further ado.

All delivered items remain the property of DQ until full payment of the purchase price (incl. all surcharges and outstanding claims). Pledging, transfer by way of security, processing or transformation is not permitted without the prior written consent of DQ. DQ is entitled to have the

delivered goods entered in the retention of title register in accordance with Art. 715 of the Swiss Civil Code, whereby the customer is obliged to disclose the branch of the goods and other information required for the entry without delay.

5. Purchase via the Internet

Orders are only accepted via the online shop at www.dq-solutions.ch/en/home and confirmed by e-mail without obligation. Orders placed by telephone or in writing will not be processed. If it is determined after order confirmation that an item is not available, the corresponding order may be cancelled by DQ.

DQ reserves the right not to accept orders. A purchase contract is only concluded upon confirmation of dispatch or readiness to collect the goods. If the goods are collected after a purchase via the online shop, the purchase price can also be paid at the points of sale.

The customer must register with an individual customer account or as a guest. Independently of placing an order, he/she must provide his/her user name (e-mail), his/her official first name and surname, the address of residence registered with the authorities, his/her date of birth and a valid telephone number.

DQ's online offer is aimed at customers over the age of 18 who are capable of acting and who reside in Switzerland or the Principality of Liechtenstein. The offers are subject to change and are not to be understood as binding offers.

6. Purchase on invoice (PowerPay)

You can easily pay for your online purchase by invoice using partial payments. After payment of all subjects and outstanding debts, you become the owner of the purchased item. MF Group Billing AG, St. Gallen, offers the payment method «Payment by invoice» as an external payment service provider of DQ. In this case, DQ assigns the purchase price claims to MF Group Billing AG. Upon conclusion of the purchase contract and assignment of the purchase price claim by DQ, MF Group Billing AG takes over invoicing and collection. The prerequisite for such a purchase on account is that you accept the corresponding GTC of MF Group Billing AG in addition to these GTC of DQ (cf. «POWERPAY», cf. [www.https://www.mfgroup.ch/de/agb](https://www.mfgroup.ch/de/agb)), which has the consequence that you enter into an independent contractual relationship with MF Group Billing AG.

Please note that in particular in the case of partial and late payments, further fees may be incurred in accordance with the GTC of MF Group Billing AG. DQ has no influence on the contents of the GTC of MF Group Billing AG.

7. Delivery conditions and inspection obligations

Delivery is mainly made to addresses in Switzerland and the Principality of Liechtenstein, only in rare exceptional cases abroad, in each case at the expense and risk of the customer. The delivery charges and conditions of DQ agreed upon conclusion of the contract shall apply.

The Customer undertakes to check the goods immediately upon receipt for correctness, completeness and intactness. Defects in the goods must be reported to DQ in writing or at the point of sale as soon as possible, but no later than five (5) calendar days after receipt. In the event of complaints, all parts of the original packaging must be retained. These may only be disposed of with the written consent of DQ.

The delivery period stated by DQ is only a guideline and is not binding. If a delivery deadline cannot be met by DQ, the customer may withdraw from the purchase 30 calendar days after conclusion of the contract, but must notify DQ of this in writing (by registered letter) within the aforementioned period. Withdrawal is excluded for products that cannot be cancelled (see section 4 above).

DQ is entitled to make partial deliveries. If part of the ordered goods cannot be delivered, the customer has no right to cancel or withdraw from the entire order. The customer cannot assert any further claims.

In the case of a collection period, the customer must take delivery of the ordered goods within a maximum of ten (10) calendar days after notification at the designated collection point. The general opening hours of the designated collection point shall apply to the collection. If the goods are not accepted within the collection period, DQ has the right to withdraw from the purchase contract and to resell the reserved goods. In such cases, DQ may charge a flat-rate handling fee of CHF 200.

8. Failure of the customer to meet deadlines («delay»)

If an agreed date for deliveries or services by DQ (e.g. installations, implementations, training courses, etc.) is not attended by the Customer, cancelled at short notice or postponed (short notice means notifications that do not reach DQ at least 48 hours before the assignment), DQ is entitled to charge 50% of all costs of the assignment (in particular the time reserved for it, plus travel times and expenses). The reasons for missing, cancelling or postponing an appointment are irrelevant. Force majeure on the part of the client (which also includes illness, accident, etc.) is reserved and must be proven by the client.

9. Replacement

There is no right to return goods. There will be no refund of the purchase price. However, DQ may grant an exchange

of goods for individual items, provided that the following provisions are complied with.

The Customer may ask DQ within ten (10) calendar days after receipt of the goods (period begins on the day after receipt of the goods) whether they can be exchanged for goods of the same product category. The condition is that the goods in question are marked accordingly on the purchase receipt or invoice. The request must be made at the same point of sale where the goods were purchased and the proof of purchase or invoice must be presented. An exchange is excluded in any case, in particular if the original packaging is no longer present, the goods are damaged in any way, show soiling or signs of use, are not complete (e.g. charger, accessories, etc.), the original packaging has been opened and in the case of consumables (cf. also the detailed list in section 10 below). In the case of online purchases, the customer service must be contacted, but the same conditions for an exchange as described above (and set out in more detail in Clause 10) apply. Any exchange can only be made after a positive check by DQ staff. In addition, any exchange requires that the replacement goods are in stock. DQ may carry out an exchange at its own discretion and, for example, make a corresponding deduction from the purchase price (e.g. in the case of slight signs of use on the returned goods, damage to the packaging, etc.).

In particular, a return and exchange of the following goods is excluded from the outset (not exhaustive): Consumables, toner, accessories, headphones, software and all devices which DQ has specially ordered on behalf of the Customer, which are specially manufactured or configured for the Customer or for which DQ (or third parties and manufacturers involved by DQ) has provided services (e.g. installations).

DQ does not have to give reasons for accepting or rejecting an exchange. An exchange is made as a gesture of goodwill on the part of DQ. The customer has no legal claim to return or exchange. If an exchange is accepted, the customer shall bear the costs of the exchange such as delivery and installation costs. If the sales price has fallen by the time of return, the credit in the case of exchange shall be based on the new price offered by DQ. If the price has increased since the purchase, the purchase price valid at that time will be credited.

10. No return

A return and replacement is excluded in particular in the following cases:

- Supplied accessories are missing (e.g. manuals, cables, CDs, etc.);
- Opened consumables (e.g. toner, printer cartridges, etc.);
- Opened hygiene products (e.g. headphones);

- Opened products that were sealed or welded (software, memory cards, voucher cards from iTunes or DQ, etc.). A removed or broken seal is considered opened in any case;
- Software licences made available by link, e-mail or otherwise electronically (Electronic Software Distribution);
- Return period has expired.

For the rest, cf. also the provisions of Clause 9 on exchange above.

11. Return shipments

The return of the goods by post, expressly authorised by DQ in advance, is only permitted if the delivery note, purchase receipt, warranty certificate or invoice is enclosed and must be sent exclusively to Data Quest AG, Moosmattstrasse 36, 8953 Dietikon, at the expense and risk of the customer. Personal delivery to one of our sales outlets is also possible, but must be made upon presentation of the aforementioned receipts and documents.

In the following cases, the return costs will be borne by DQ (conclusive):

- Receipt of a different or non-ordered item (wrong delivery by DQ);
- Receipt of an item that is already defective at the time of delivery;
- Receipt of an incomplete item; and
- Incorrect item details in the online shop (incorrect description).

12. Wrong products

Many products differ only slightly from each other, which is why, despite careful work, it can happen in rare cases that the wrong goods are delivered. Check carefully whether the goods were really delivered incorrectly. If this is the case, please contact us immediately (at a sales outlet or at Data Quest AG, Moosmattstrasse 36, 8953 Dietikon) and refrain from using the product.

An exchange as a result of incorrect delivery for which DQ is responsible will generally be made within 30 calendar days of receipt of the goods and positive examination of the return by DQ (cf. the requirements in sections 9 and 10, which must also be fulfilled). In this case, the transport costs shall be borne by DQ.

13. Privacy

With regard to privacy, our privacy statement (DSE) on the website is authoritative. In particular, when creating a purchase contract at the point of sale or when registering as a guest, when creating an individual customer account and/or when using the website <https://www.dq-solutions.ch/en/home> without registering, you are deemed to have read and accepted the data protection statement. By registering on the website, a customer profile can be created.

Purchasing data may be used in this process. The customer may request from DQ information about and, if necessary, the correction or deletion of his or her own personal data. In all other respects, the relevant data protection provisions apply, in particular the current Swiss Data Protection Act (DSG, SR 235.1), the associated ordinance (VDSG, SR 235.11) and the EU Data Protection Regulation, where applicable. Detailed information on privacy can be found in our Privacy Statement (DSE) under: [«Privacy Policy»](#).

14. Warranty

14.1 Extent of warranty

DQ grants the customer a warranty on the purchased new and used goods. In the event of a warranty claim (i.e. in the event of defects that occur or are already present after the product or goods have been handed over to the customer, but no longer than until the expiry of the warranty period granted by DQ), the customer shall be entitled to repair, replacement or conversion, depending on the respective manufacturer's provisions. The choice of the type of defect rectification lies with DQ or the respective manufacturer. If DQ decides to rescind the contract, the refund to the customer will be adjusted to the current value of the defective device. The possible commissioning of third parties for repairs is carried out exclusively by DQ. The claim to reimbursement of costs from third-party repairs is excluded in all cases.

The warranty shall be forfeited (i.e. shall expire completely) in particular in the following cases:

- For general wear and tear and consumable parts;
- Normal decrease in performance of batteries and lamps;
- Burn-in damage to displays;
- Damage caused by foreign objects, incorrect manipulation or mechanical damage, dropping, impact and moisture damage;
- Excessive stress or commercial use; Defects due to tampering or modifications;
- Leaking batteries, data loss, data corruption, software errors, computer viruses, etc.;
- The use of non-original spare parts;
- Unauthorised tampering, alterations, processing, interference and manipulation with the unit (e.g. opening, attempted repairs, etc.) as well as operating errors;
- Elementary events, frost, water, lightning etc.;
- non-observance of maintenance and operating instructions;
- All other warranty exclusions as contained in the manuals, warranty conditions, specifications, GTC or other documents of the respective manufacturer.

The customer's statutory warranty rights are excluded in full to the extent permitted by law.

14.2 Warranty period for new goods

The warranty period for new devices is 24 months and begins at the time of delivery or collection for each product. If a repair or replacement delivery is made, the guarantee period is not extended. The invoice or receipt shall be deemed to be the warranty certificate and must be kept in a safe place. The guarantee period does not apply in particular to accessories, consumables and wearing materials, hygiene articles (e.g. headphones) etc.

14.3 Warranty period for second-hand goods and demo units

The warranty period is shown on the invoice or receipt for each item. This is 6 to 12 months for second-hand and demo units and begins at the time of delivery or collection for each product. If a repair or replacement delivery is made, the warranty period shall not be extended. The invoice or receipt shall be deemed to be the warranty certificate and must be kept in a safe place. The guarantee period does not apply in particular to accessories, consumables and wearing materials, hygiene articles (e.g. headphones) etc.

14.4 Procedure in case of defects

In the event of a defect that is not covered by the grounds for exclusion of the warranty in these GTC or those of the manufacturer, the customer shall contact the sales outlet listed at <https://www.dq-solutions.ch/en/home> or contact DQ's customer service. The customer must return or ship the defective product at his own expense and risk to the point of sale listed on <https://www.dq-solutions.ch/en/home> or to the place designated by the customer service. The products must be returned or shipped with all accessories in the original packaging and accompanied by the sales receipt/delivery note (see also the requirements in sections 9 and 10 above). If DQ determines that a returned product is not covered by the warranty (grounds for exclusion in particular in accordance with Clause 14.1 above or outside the warranty period), an estimate of the expected repair costs will generally be provided. This can be invoiced to the customer. If the customer decides in favour of a repair, the costs paid for the cost estimate will be deducted from the repair costs. If the customer does not respond to the cost estimate within 20 calendar days after the first contact by DQ (e.g. e-mail, SMS, telephone, post) or if the customer cannot be reached, DQ does not have to keep the product in stock and may dispose of it at cost without DQ being liable for damages. Returned products which, in particular, do not have a defect, are sent to an incorrect address, the return of which was not expressly ordered or approved by DQ and/or the packaging of which was defective or the accessories are missing (cf. in particular the requirements pursuant to Sections 9 and 10 above), may be returned to the Customer at the Customer's expense and risk.

In all these cases, DQ is entitled to claim a flat-rate handling fee of CHF 200.

14.5 Extended warranties

For extended warranties - if offered by DQ or the respective manufacturer - additional provisions apply, which DQ will be happy to provide you with on request.

14.6 Rental and loan equipment

There is no entitlement to a free replacement or loan unit for the duration of any rectification of defects. However, we will be happy to provide you with a rental unit for a flat fee. For rental equipment that is not returned in the original delivery condition, we will charge the effective costs and expenses for restoration. This applies in particular to missing or defective packaging and accessories such as manuals, cables and CDs, as well as scratched, dirty cases.

15. Buyback

After mutual agreement, a repurchase of equipment by DQ can take place. For this purpose, DQ provides a separate confirmation form which must be completed and signed by the customer. In advance, DQ will inform the customer of the purchase price at which the equipment can be bought back by DQ based on a professional estimate by another dealer. This purchase price will be credited to the customer when purchasing a new device. DQ shall only be bound to the stated purchase price for the duration of the discussion with the customer. The parties shall regulate the further details separately in writing.

16. Liability

Claims for damages arising from impossibility of performance, breach of contract, culpa in contrahendo and tort are excluded in their entirety against DQ and against DQ's vicarious agents, except in cases of intent or gross negligence. Liability for all direct and indirect damages and consequential damages are excluded to the extent permitted by law.

17. Final clauses

These GTC may be amended at any time without notice to the customer. The current version of the GTC can be viewed on the DQ website.

Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

The transfer or assignment of this contract or of claims and rights arising from it by the customer is not permitted without the prior written consent of DQ. DQ is entitled without further ado to transfer this contract or to assign claims and rights arising from the contractual relationship to third parties (cf. in particular also Clause 6, Purchase

on Invoice).

18. Applicable Law & Jurisdiction

We shall endeavour at all times to resolve any differences with you amicably and by mutual agreement. Any disagreements and disputes arising from or in connection with these GTC shall be governed exclusively by Swiss law. The court at the domicile or registered office of one of the parties shall have jurisdiction for actions brought by the customer, and the court at the domicile of the defendant shall have jurisdiction for actions brought by DQ (Art. 32 para. 1 ZPO).

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