

General Terms and Conditions for the use of the Smart Schulthess Portal including the processing of payments for the washing and drying of laundry of Schulthess business customers

1. Scope of application

- 1.1 **These General Terms and Conditions (GTC) apply to all offers to and contracts of Schulthess Maschinen AG, Alte Steinhäuserstrasse 1, CH-6630 Cham (Schulthess), with business customers (customers) concerning** (a) the use of the digital services offered primarily, but not exclusively, through the Smart Schulthess Portal (**Portal**) (such as washMaster, serviceMaster and other services), (b) the sale of cards for the loading and use of credits as well as the settlement of user credits and payments received for washing or drying cycles (**settlement services**) with washing machines or dryers of the customers (**machines**) as well as (c) the digital condition monitoring and remote control of the machines and the related digital billing.
- 1.2 These GTC apply exclusively; any terms and conditions of the customer that conflict with or deviate from these GTC are hereby explicitly excluded.
- 1.3 Amendments to these GTC must be made in writing to be effective. This also applies in particular to the written form requirement.

2. Offer and conclusion of contract

All offers made by Schulthess for the sale of cards or the provision of settlement services under these GTC are non-binding unless otherwise agreed in writing. Orders placed by the customer are only deemed to have been accepted upon written confirmation of acceptance by Schulthess or upon (if applicable, prior) commencement of the settlement services, whereby a contract is concluded (**contract**).

3. Access to the Smart Schulthess Portal

- 3.1 Only customers in Switzerland who have received prior permission from Schulthess are entitled to use this service.
- 3.2 Use of the portal requires registration on an account created individually for the user by Schulthess on the basis of the email address provided by the user to Schulthess. As part of the initial registration process, the user will be asked to set a password.
- 3.3 Schulthess reserves the right to expand and improve the application. Schulthess may change, discontinue or block the portal in whole or in part for good cause.

4. Electronic payment system

Schulthess provides users of machines (typically tenants in customers' properties or launderette customers) with a payment system with which users can, on the one hand, top up a credit balance of a maximum of CHF 200 on electronic accounts and, on the other hand, use the credit balance to pay for washing or drying cycles either with the machines at agreed prices via cards or a Schulthess software application (**washMaster app**) or directly using electronic payment systems.

5. RFID cards

Schulthess must sell cards to the customer for its users as required to top up and use credit balances for washing or drying laundry on the machines. The customer must order the cards in writing from Schulthess at the agreed price. Orders are only deemed accepted upon written confirmation or delivery of the ordered cards to the customer. Delivery must be made to the customer's business address within a reasonable period of time. The agreed price is payable 30 days after invoicing. Ownership of the cards passes to the customer upon payment in full. The risk of loss or damage to the cards, however, is already transferred to the customer upon delivery. The customer is responsible for awarding or selling the cards to its users.

6. Electronic accounts

The use of washMaster requires the opening of an electronic account. The opening of and payment with electronic accounts is subject to separate terms and conditions and is therefore not subject to these GTC. The same applies to the mobile app. The customer must create an electronic account on the washMaster portal for users who cannot register themselves electronically (e.g. no smartphone), so that washing with RFID cards without an app is guaranteed.

7. Settlement services

- 7.1 Schulthess must charge customers (a) if payment was made directly for the washing or drying cycle by means of electronic payment systems, payments received for washing or drying cycles, (b) any deposit fees charged by third parties such as banks for the payment of washing or drying cycles and (c) the settlement fee as per section 8 of these GTC.
- 7.2 Settlements must be made in writing and, unless otherwise agreed in writing between the customer and Schulthess, on a quarterly basis.
- 7.3 The customer must check Schulthess's settlements immediately and notify Schulthess in writing of any invoicing errors within 30 days of receipt. Invoicing errors must be corrected within the framework of the relevant next settlement.
- 7.4 The customer is entitled to access the portal to check the settlement service and to view remaining credit balances and machine usage. For such purpose, Schulthess must send the customer an invitation to create an account digitally with the corresponding access rights.

8. Fee

The customer must pay Schulthess the agreed fee for the provision of the clearing service during the term of the contract. Schulthess must deduct the fee from the customer's account on a quarterly basis as per section 7 of these GTC.

9. Customer's obligations

The customer undertakes to ensure the necessary infrastructure for the use of the machines, the proper operation of the machines and the use of cards and/or the washMaster app by the users.

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10. Condition monitoring and remote control of machines

- 10.1 **The functionality of condition monitoring and remote control of machines depends on the appliance generation.** Schulthess is not liable for any reduced functionality.
- 10.2 In addition, Schulthess's obligation is limited to making condition information accessible. Any maintenance work (including remote maintenance) or troubleshooting requires a separate maintenance contract.
- 10.3 Otherwise the warranty rules as per section 11 apply.

11. Warranty

- 11.1 Schulthess warrants that cards supplied will be free of defects and usable for the payment system for a period of 12 months from delivery, provided they are used properly and that they comply with Schulthess specifications. Proper use in this sense means safekeeping, activation and use in accordance with Schulthess specifications and recognised industry practice. Schulthess's obligation is limited to the elimination of any defects that occur on the cards within 12 months of delivery, by repair or replacement.
- 11.2 Furthermore, Schulthess undertakes for the duration of the contract to grant the customer access to the portal and to provide the settlement services and digital remote monitoring diligently, to the best of its knowledge and belief and on the basis of recognised accounting principles. Schulthess must remedy all defects or faults occurring in the system immediately after they become known, either independently or through a third party.
- 11.3 The Schulthess warranty under this section 11 does not cover defects or faults resulting from defective machines or infrastructure, improper operation of the machines, the payment system, the settlement portal, or the washMaster app, power, water or internet failures, unreasonable maintenance work, defective or damaged cards, improper use of cards or the washMaster app, tampering with the payment system, the cards, the washMaster app, the serviceMaster app and the portal.
- 11.4 The warranty in this section 9 will, to the fullest extent permitted by law, be in lieu of and exclude all guarantees and conditions, whether oral, written, statutory, express or implied.

12. Indemnification

The customer will fully indemnify and hold Schulthess harmless from and against any actions, proceedings, claims, demands, damages, costs, charges and expenses asserted against the customer by third parties such as users or otherwise incurred by Schulthess in relation to or arising out of any breach by the customer of its contractual obligations including these GTC.

13. Maintenance

Schulthess must maintain the portal to an appropriate extent throughout the term of the contract. In doing so, Schulthess must take into account the legitimate interests of the customer. The customer will not be entitled to any claims for compensation due to non-availability of the portal during or as a result of maintenance or defect rectification, provided maintenance and/or defect rectification work is carried out by Schulthess within a reasonable period of time.

14. Right of access and entry regulations to the machine site

- 14.1 Schulthess is entitled to inspect the machines at any time by agreement for the purpose of inspecting or maintaining the condition monitoring and payment system.
- 14.2 The customer must ensure that Schulthess has a right of access during normal business hours for such inspection or maintenance.
- 14.3 Any conditions not in conformity with the contract which are brought to light must be remedied by the customer within a reasonable period of time. Otherwise Schulthess is entitled to terminate the contract in accordance with section 15.2 of these GTC.
- 14.4 **Schulthess is not liable for the unauthorised use of machines.**

15. Termination

- 15.1 Unless otherwise provided by law or between the parties, the contract may not be terminated by Schulthess or the customer before the agreed end date. Both parties reserve the right to extraordinary termination.
- 15.2 Schulthess is entitled to terminate the contract prematurely (without notice) if insolvency or liquidation proceedings are instituted against the customer, if the customer fails to meet its payment obligations or if the customer breaches material obligations under the contract and fails to remedy such breach within a reasonable period of time. Such notice of termination must be given in writing by recorded delivery letter.

16. Limitation of liability

- 16.1 To the extent permitted by law, Schulthess will under no circumstances be liable for any loss of use, lost profits, business opportunities, orders, revenues or anticipated savings, increased operating costs or for any other pecuniary loss, indirect or consequential damages suffered by the customer or any third party.
- 16.2 Notwithstanding anything to the contrary in these GTC or otherwise, Schulthess's total liability to the customer for claims of any kind will in any event be limited in amount to a maximum of three (3) months' fees. The limitation of liability does not apply to damage caused intentionally or by gross negligence or in cases in which Schulthess's liability may not be limited or excluded by contract.

17. Confidentiality

Schulthess and the customer undertake to treat the contents of these GTC as well as any contract concluded under them, which are not accessible to the public and are therefore to be classified as confidential, as strictly confidential and not to make them accessible to third parties, either directly or indirectly, unless otherwise agreed in writing. Any confidentiality agreement concluded between Schulthess and the customer will remain in effect.

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18. Final provisions

- 18.1 The portal is made available to the customer solely under licence for use in accordance with these GTC. All other rights of use and ownership remain with Schulthess. The customer is not permitted to grant sublicences or to provide third parties with access to the portal. Likewise, the customer is not permitted to reverse engineer, decompile or make changes to the software associated with the portal. The duration of the licence is limited to the term of the contract.
- 18.2 Notices must be in writing and must be sent to the other party personally, by post or by fax to its registered office or to the address specified in the contract or otherwise.
- 18.3 If a court, arbitral tribunal or administrative body of competent jurisdiction decides that any provision of these GTC or any contract concluded hereunder is illegal, invalid, void, voidable or unenforceable, in whole or in part, the provision is deemed severable to the extent of the illegal, invalid, void, voidable or unenforceable provision as intended by the parties, so that the remaining provisions of these GTC or any contract concluded hereunder and the remainder of such provision will continue in full force and effect.
- 18.4 Schulthess must treat any personal data to be processed in accordance with the principles of the EU General Data Protection Regulation.
- 18.5 Schulthess may transfer contracts to any of its affiliated companies at any time. Any further assignment of contracts will only be permitted if the other party consents to the assignment in writing, with such consent not to be unreasonably withheld or delayed.
- 18.6 The parties agree that no provision of these GTC or of any contract concluded hereunder and no claim based on any contract may be enforced by any third party.
- 18.7 These GTC and any agreements concluded hereunder are governed by and construed in accordance with the laws of Switzerland, to the exclusion of any conflict of laws rules. The exclusive place of jurisdiction is Zurich.
- 18.8 The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 does not apply.