

## A. General Information

### 1. Subject and Scope of Application

1.1 By signing an "Individual Contract" or, respectively, a "D&P" (Deliverables&Prices), Ricoh Switzerland Ltd. (hereinafter "Ricoh") and Client have established a contractual relationship concerning the provision of Print Services (a combination of hardware, software, and services). Unless otherwise agreed in writing, all Print Services provided by Ricoh for this purpose are subject to the present General Terms and Conditions (hereinafter "GTC") in addition to the specific contractual conditions documented in the Individual Contract.

1.2 In the event of inconsistencies, the specific contractual conditions of the Individual Contract shall take precedence over the present GTC.

1.3 Together with the Individual Contract(s), the present GTC shall govern the business relationship between the Contracting Parties exclusively.

### 2. Quotations

Subject to Section 33 (Technical Documentation) and Section 7 (Prices and Fees), Ricoh's quotations are binding for the acceptance period stated in the quotation.

### 3. Formation of the Agreement, Form of Declarations

3.1 The contractual relationship established by Client and Ricoh shall be formed once the Individual Contract has been duly signed by both Parties effective as of the date specified in the same.

3.2 (Amending) agreements and legally relevant declarations of the Contracting Parties must be made in writing in order to be valid.

3.3 If Products are installed in situ before the start of the Minimum Term and used by Client, Ricoh shall invoice this "Interim Period" applying the contractual terms on a pro rata basis.

### 4. Term of the Lease and/or Service Relationship

4.1 If a lease and/or service relationship is established between Client and Ricoh, then the minimum term agreed upon in the Individual Contract shall apply to such relationship.

4.2 Upon expiration of the minimum term, the Agreement shall be renewed automatically for an additional year in each case (hereinafter: "Renewal Period"), unless notice of termination of the contractual relationship is given via registered letter three (3) months before the expiry of the minimum term or of the respective renewal period, whichever the case may be.

4.3 Ricoh may terminate the contractual relationship before expiry of the minimum term at any time effective immediately (consequence of costs according to section 5):

- a. if Client is in default on a payment obligation for thirty (30) days and fails to fulfill the same within a grace period of ten (10) days;
- b. if execution, bankruptcy, or debt-restructuring agreement proceedings are opened or impending in respect of Client's assets;
- c. if the rental object is repeatedly damaged by careless treatment despite a warning;
- d. if Client fails to fulfill any of its reporting duties pursuant to Section 18; or
- e. if Client assigns rights under the present contractual relationship to a third party without the prior written consent of Ricoh (Section 42.2).

4.4 Client may terminate the contractual relationship before expiry of the minimum term by giving written notice of termination thirty (30) days prior to the end of the invoice period specified for the lease and/or service deliverables:

- a. if, despite repeated written reminders, Ricoh cannot ensure the proper functioning of the lease and/or service object; or
- b. in the case specified in Section 25.2.

### 5. Consequences of Early Termination

In case of early termination of the Agreement the Client must surrender the rental object to Ricoh in good condition. Furthermore, Client pays Ricoh the financial equivalent of the full and correct execution of the contract (so called "positive contractual interest"):

- a. Client must pay Ricoh the rents accruing until the end of the minimum contract term originally agreed upon;
- b. Client shall owe the fee for copies actually prepared; and
- c. 80% of the estimated fee for the service deliverables agreed upon and not received by the end of the minimum contract term originally agreed upon or of the current renewal period, as the case may be. The aforementioned estimation is based on the volumes generated in execution of the contract or, at least, on the minimal volumes agreed. In absence of both, on the expectations Ricoh could reasonably make of it.

### 6. Access to the Lease and/or Service Object

6.1 Ricoh's personnel must be given unrestricted access to the systems in order to perform service and maintenance work during the times specified in the Service Levels (Sections 23.2/23.3).

6.2 The foregoing is subject to any provisions to the contrary specified in the Individual Contract.

### 7. Prices and Fees

7.1 All prices specified in Ricoh's price lists are non-binding. These prices may be adjusted at any time because of currency fluctuations and changes in procurement costs as well as in customs and tax legislation.

7.2 All stated prices, transport and shipping costs, and the advanced recycling fee (ARF) are exclusive of the applicable value-added tax (VAT).

7.3 Ricoh is entitled to adjust the click prices if during the contractual term a deviation of more than 10% occurs for in minimum one of the relevant calculation variables (color coverage, printing volume, A3 coverage ratio).

### 8. Delivery and Contractual Territory

The delivery and contractual territory consists of Switzerland and the Principality of Liechtenstein.

## B. Purchase

### 9. Warranty

9.1 Unless otherwise agreed, Ricoh shall supply exclusively brand-new products in original brand quality.

9.2 Ricoh makes no warranty and assumes no liability for the fulfillment of Client's desired purposes by certain products or for such products' functionality within an IT system or an IT environment. Client's claims in this respect are limited to the extent of the manufacturer's warranty.

9.3 For technical systems, Client is responsible for providing a suitable location for installation and for ensuring that the necessary electrical connections, as well as any electronic connections, are present.

9.4 Subject to Sections 9.1-9.3 and 9.7, Ricoh warrants that the products are suitable for the use normally assumed for them and that they possess the qualities contractually agreed upon (hereinafter: "Warranty"); any defect must have already existed at the time of transfer of the risk.

9.5 A warranty is excluded if Client or a third party makes improper alterations or repairs or if a defect becomes apparent and Client fails to immediately take all proper measures to mitigate damage and fails to give Ricoh an opportunity to correct the defect.

9.6 Ricoh's warranty does not cover alternative replacement parts or materials not approved by Ricoh or any consequential damage or breakdowns attributable to the use of such replacement parts or materials.

9.7 Ricoh's warranty does not cover materials subject to wear and tear, service materials, or consumables.

### 10. Duty to Inspect and Notice of Defects

10.1 Client must inspect the products for detectable transport upon delivery within 24 hours ("Incoming Inspection"). If Client detects such a defect, he can either refuse the delivery or notify the defect to Ricoh no later than 48 hours after delivery of the product. Once this period has expired, the product is deemed to have been approved by Client as far as detectable transport defects are concerned.

10.2 Client must put the product into operation as soon as possible in the normal course of business, but no later than within forty-eight (48) hours after delivery. A "Dead on Arrival" (hereinafter: "DOA") case has materialized, if the

product can't be put into operation at all, or if, on its first use (Functional Inspection), the defects affecting the functioning of the hardware or the functioning of the pre-installed software/firmware make an ordinary use of it impossible. Client must notify a DOA to Ricoh's Service-Desk as soon as possible, but no later than 72 hours after delivery of the product. Once this period foreseen for the functional inspection has expired, the product is deemed to have been approved by Client as far as the DOA case is concerned.

- 10.3** Client must notify Ricoh of any defects undetectable at the time of both the Incoming and the Functional Inspection ("Latent Defects") no later than ten (10) days after they are detected. Otherwise, all claims and rights arising from the warranty for Latent Defects shall expire.
- 10.4** In the event of technical problems, prior to notifying Ricoh of defects, Client must read the instructions for use that have been provided in written or electronic form. Client may then also contact Ricoh's Service-Desk.
- 10.5** All notices of defects must be given in writing (in advance via fax or email) and include Ricoh's order number.
- 11. Warranty Period**
- 11.1** The limitations period for Ricoh's product warranty is twentyfour (24) months, provided that Ricoh does not breach its duties through wrongful intent or gross negligence, has not maliciously concealed a defect or made a more extensive warranty, and that a longer statutory limitations period is not required.
- 11.2** The limitations period begins on the date of delivery of the products to Client.
- 11.3** If Ricoh replaces parts in connection with the warranty, then the replacement parts shall be subject to the original warranty period.
- 11.4** Parts switched out under the warranty become the property of Ricoh.
- 12. Warranty Claims and Liability**
- 12.1** If Client has given proper notice of defects, then the defective product shall be repaired or replaced at Ricoh's option. Further claims, including but not limited to any claim for rescission or damages, are expressly excluded. The foregoing is without prejudice to liability for wrongful intent or gross negligence or to the provisions concerning product liability.
- 12.2** In the event of a substitute delivery, Client must ship the defective products back to Ricoh on Client's own initiative within ten (10) days after the arrival of the substitute delivery. Ricoh shall cover the costs of the return shipment.
- 12.3** Ricoh shall not be liable for indirect damage or for lost revenue, lost profits, loss of use, capital costs, or costs for the acquisition of substitute products.
- 13. Extended Warranties**
- 13.1** Extended warranties require a corresponding express clause between Client and Ricoh in the Agreement. Ricoh only offers extended warranties to original buyers of Ricoh-brand products.
- 13.2** In the case of extended warranties, Ricoh warrants to Client that the product is free of defects and damage to materials and workmanship. Extended warranties do not cover materials subject to wear and tear, service materials, or consumables. Free software delivered together with the product is subject to Section 13.6. The warranty does not cover damage caused by products not originating from Ricoh.
- 13.3** Under the extended warranty, if a defect is detected, then the defective product shall be repaired or exchanged pursuant to Section 13.10, at Ricoh's option. If a defective product is covered by the extended warranty but Ricoh is not in a position to repair the product or to replace it by means of substitute delivery, then, within a reasonable time after receiving notice of the defect, Ricoh shall offer to refund the purchase price of the product, less a reasonable fee for Client's use of the product thus far. Other claims, including but not limited to any claim for rescission, reduction of the purchase price, and damages, are expressly excluded insofar as this is permitted by law. If consumables (e.g., drums) are also replaced because of a warranty claim, then Ricoh shall bill Client for the benefit

of the installation of the new consumables pro rata based on the expected life of the same, in the amount of the wear and tear that has already occurred to the old part ("New for Old Calculation").

- 13.4** The duration of the extended warranty shall be determined based on the covenant made in the Individual Contract. The term begins on the date of delivery of the product to Client.
- 13.5** In every case, in order to claim rights under the warranty, Client must retain the Individual Contract and the delivery note and submit the same upon request.
- 13.6** For free software delivered together with the product, the extended warranty only covers re-delivery for a defective data-carrier. Furthermore, Ricoh makes no extended warranty for such software; in particular, Ricoh does not warrant that the software will operate without interruptions or errors or in accordance with any agreements made with the software manufacturer.
- 13.7** Warranty work is performed after a warranty claim has been identified by telephone on site at Client's offices within the territory of Switzerland and the Principality of Liechtenstein. On a case-by-case basis, it may be necessary for Ricoh to collect the system for repair at a location other than the installation location.
- 13.8** The extended warranty only covers defects arising from the normal use of the product. In no case does it cover:
- improper or inadequate maintenance or alteration of the product by Client or any third party;
  - software, media, parts, accessories, or interface components not supplied by Ricoh;
  - the operation or attempted operation of the product outside the scope of its written specifications.
- For Ricoh printers, fax machines, or multifunction printers, the extended warranty excludes the use of toners, ribbon cartridges, ink, or drums not originating from Ricoh, or re-filled toner or ink cartridges, if the defect is attributable to the use of such products.
- 13.9** If an unauthorised warranty claim is made during the extended warranty period, including but not limited to cases where a warranty claim is made after the extended warranty period has expired, the claimant is not entitled to submit a claim, or no warranty claim exists, then Ricoh is entitled to charge a fee for time and materials spent for its work and/or for any repairs performed.
- 13.10** A substitute product used by Ricoh in an exchange pursuant to Section 13.3 may either be new or like new, provided that it functions at least equivalently to the product to be replaced. If an exchange is made, then the remaining extended warranty of the original product shall be transferred to the substitute product.
- 13.11** In connection with the extended warranty, Ricoh assumes no liability for indirect damage or for lost revenue, lost profits, loss of use, capital costs, or for the cost of acquiring substitute products.
- 14. Reservation of Title**
- 14.1** Ricoh reserves title to all delivered products until such time as all payments arising from the business relationship with Client have been received (goods sold under reservation of title). Ricoh is entitled to enter a reservation of title to the products in the corresponding register.
- 14.2** Client is prohibited from pledging the goods sold under reservation of title and from transferring the same as collateral and must take all measures to ensure that Seller's title is not adversely affected in any way. Ricoh must be notified in writing immediately in the event of seizure or other acts to gain possession by third parties.
- 14.3** Client is required to treat the goods sold under reservation of title with due care and to maintain the same. In particular, Client must, at its own expense, take out sufficient insurance to protect these goods from loss and damage at their replacement value. Client must submit the insurance policy and proof of payment of the premiums to Ricoh upon first request. Any claims arising from the insurance agreement shall be assigned by Client to Ricoh at the formation of the contractual relationship (Section 3.1).
- 14.4** Client shall be liable for any and all damage resulting from Client's failure to fulfil its duties in connection with the goods sold under reservation of title.

## C. Rental

### 15. Title

The rental object shall remain the exclusive property of Ricoh.

### 16. Maintenance, Operation, and Care of the Object

**16.1** In order to keep the rental object in operational condition, Client simultaneously enters into a Service Agreement (Section 20 et seq.) with Ricoh for the duration of the lease agreement. Under this Service Agreement, Ricoh warrants the proper operation of the rental object.

**16.2** Client shall ensure that the system is operated and serviced properly and with due care. Furthermore, Client shall not make any alterations to the system.

### 17. Transfer of Risk and Insurance

**17.1** For the entire duration of the Agreement, Client shall bear the risk of damage, loss, or misplacement of the rental object.

**17.2** Client must, at its own expense, insure the rental object against theft, burglary, and fire and water damage, and submit the corresponding insurance policy to Ricoh upon request.

### 18. Client's Reporting Duties

**18.1** Client must immediately report to Ricoh any and all damage occurring to the system.

**18.2** Client must report any change of address to Ricoh at least ten (10) days before the move and must provide Ricoh with its new address. Ricoh reserves the right to provide support in carrying out the move. Client shall cover the costs of such support.

**18.3** Client must inform Ricoh immediately if a seizure of the rental object is impending (e.g., in connection with execution proceedings), and Client must notify the executing authorities of Ricoh's title to the rental object. Client expressly agrees that Ricoh has the right to inform any lessor of the premises in which the rental object is installed and any third parties of its title to the same.

### 19. Surrender of the Rental Object

Client must return the rental object in proper condition without delay upon termination of the Agreement and/or give Ricoh access to the rental object for purposes of professional disassembly and removal. The rental object shall be disassembled and returned to an address to be determined by Ricoh at Client's expense.

## D. Service

### 20. Scope of Service Deliverables

The agreed service price covers the following range of services concerning the systems included in the service deliverables (hereinafter: "Service Objects"):

- a. the performance of repairs and troubleshooting at the site of the Service Object or remote in accordance with the contractually agreed Service Level (hereinafter: "Service Jobs");
- b. the replacement of defective parts by Ricoh specialists;
- c. the delivery of consumables required for operating the Service Object (toner, developers, etc.), excluding, however, copy paper and staples.

### 21. Exclusions of and Restrictions on Service Deliverables

The following are not included in the service price and shall be billed to Client separately:

- a. the correction of damage and the replacement of components as a result of neglect, improper operation of the Service Object, malfunction of the power supply, lightning strike, theft, or other extraordinary influences;
- b. the correction of damage and the replacement of components as a result of maintenance or repair work by Client or any third party;
- c. the correction of damage and the replacement of components as a result of using consumables not recommended by Ricoh;
- d. revisions that become necessary because the technical life of the system has ended;
- e. expenses associated with site-related changes to the Service Object (such as moves and the like);

- f. maintenance work for controllers, coin-slots, or print counter devices of third-party manufacturers;
- g. the integration of the Service Object into Client's network environment, including its software applications, as well as subsequent adaptations, changes, and troubleshooting.

### 22. Service Jobs in Particular

**22.1** Through its service jobs on-site or remote, Ricoh shall restore the damaged Service Object to its proper functional condition and minimise the downtime caused by the damage in accordance with the agreed Service Level.

**22.2** Ricoh may either repair or replace defective parts at its option.

### 23. Service Levels for Service Jobs

**23.1** For all installed Service Objects, Ricoh offers as standard the "Classic" Service Level (Section 23.2). Client has the option of selecting the expanded "Classic Plus" Service Level (Section 23.3).

**23.2** The "Classic" Service Level offers the following features:

Service time: 5 x 9  
Monday - Friday  
08:00-12:00 and 13:00-17:00

On site – City<sup>1</sup>: 8 hrs.

On site – Rural<sup>2</sup>: 8 hrs.

Time to fix: 16 hrs.

**23.3** The "Classic Plus" Service Level offers the following features:

Service time: 5 x 9  
Monday - Friday  
08:00-12:00 and 13:00-17:00

On site—City<sup>1</sup>): 4 hrs.

On site—Rural<sup>2</sup>): 4 hrs.

Time to fix: 8 hrs.

### 24. Client's Duties Concerning Maintenance, Operation, and Care of the Service Object

**24.1** Client shall ensure that the Service Object is operated and serviced properly and with due care, and Client shall make no changes to the same.

**24.2** The service price does not cover the correction of any damage or deterioration caused to the Service Object by improper handling or unauthorised changes on the part of Client. Client shall be billed separately for the corresponding expenses.

### 25. Adjustment of the Service Price

**25.1** Ricoh reserves the right to adjust the prices of the service at the beginning of any quarter (i.e., as of 1 January, 1 April, 1 July, or 1 October of every calendar year) to the cost trend. Ricoh must give Client written notice of such service-price increases at least one month in advance.

**25.2** In the event of service-price increases of more than 5% per calendar year (excluding VAT), Client has the right to terminate the service agreement prematurely as of the end of the next month, regardless of the agreed term, by giving written notice to Ricoh within thirty (30) days of receipt of notice of the price increase.

**26. Service Deliverables Provided without a Service Agreement**  
Response times and prices of service deliverables in the absence of a service agreement (on site at Client's premises) may be obtained upon request.

### 27. Maintenance Exclusion

**27.1** The execution of the agreed maintenance and service depends crucially on the availability of spare parts. Ricoh can therefore only provide the contractually agreed services for the period in which spare parts are available from the manufacturer. In the event that no spare parts are available from the manufacturer for the affected device, Ricoh is entitled to terminate the contract partially or completely.

**27.2** The same applies if the maintenance and service costs exceed the current time value of the device. The client may

<sup>1</sup> In Switzerland, any municipality having at least 10,000 residents (admin.ch) is considered a "city".

<sup>2</sup> All other towns and areas that can be reached with a service vehicle. Other zones are agreed upon separately and on a best-effort basis in the respective service agreement (e.g., car-free towns/zones).

not derive any claims for performance or damages of any kind from the termination.

## E. Additional Services

28. Client is at liberty to purchase additional services from Ricoh. These services shall be billed to Client separately at the prices then in effect. Unless otherwise expressly stated, travel time is included in the corresponding price.

## F. Miscellaneous Provisions

### 29. Delivery and Shipping Costs

- 29.1 Products ordered are normally delivered within the period specified in the Individual Contract.
- 29.2 Unless otherwise expressly stated, the delivery period begins at the commencement of the Agreement (Section 3.1).
- 29.3 Ricoh may unilaterally extend the delivery period for a reasonable time if:
- Information that is necessary for executing the order is not received by Ricoh in a timely manner or is subsequently modified by Client;
  - Client fails to meet payment deadlines;
  - Ricoh's manufacturers or suppliers fail to supply products correctly and/or in a timely manner.

Any extension of the payment deadline for the foregoing reasons shall not establish claims for damages or any right of withdrawal on the part of Client.

- 29.4 If Ricoh is responsible for the delay in delivery, then Ricoh shall be liable for every full week of delay at a rate of 0.5% of the net invoice value of the part of the delivery affected by the delay; however, Ricoh's total liability shall not exceed 5% of this value.
- 29.5 Claims for damages resulting from transport-related losses or damage to the products may only be asserted against the carrier.
- 29.6 Client is responsible for ensuring that the delivery address is correct and for accepting the delivered products. If Client refuses delivery of these products without good cause, then Client shall cover the costs incurred by Ricoh as a result of its refusal. However, this shall not affect Ricoh's right to perform the Agreement. If a product cannot be delivered and this necessitates a second delivery, then Ricoh has the right to bill Client for the costs of this second delivery.
- 29.7 If the products are delivered according to a implementation planning, Ricoh is entitled to start invoicing the rental fees for the installed objects according to the implementation planning. Until the moment of installation of the last machines, any prints made on the machines which are installed at the Client shall be charged on the basis of the provided click prices irrespective of the number of machines installed.
30. **Postponement of Commencement of the Agreement**
- 30.1 Ricoh may postpone for a reasonable time the date on which the contractual term commences (Lease and/or Service Start Date) for any system if:
- Information that is necessary for executing the order is not received by Ricoh in a timely manner or is subsequently modified by Client;
  - Client fails to meet any payment deadlines;
  - Ricoh's manufacturers or suppliers fail to supply products correctly and/or in a timely manner.
- Any postponement of the commencement of the Lease and Service Start Date for the foregoing reasons shall not establish claims for damages or any right of withdrawal on the part of Client.
- 30.2 If Ricoh is responsible for the postponement of the Lease and/or Service Start Date, then Ricoh shall be liable for every full week of delay at a rate of 0.5% of the net invoice value of the part of the delivery affected by the delay; however, Ricoh's total liability shall not exceed 5% of this value.
31. **Payment**
- 31.1 Unless otherwise agreed in writing, all payments must be made within thirty (30) days of the invoice date, net, in

cash or via bank transfer, free of charge, to the paying office indicated by Ricoh.

- 31.2 Payments shall only be deemed paid to the extent that Ricoh may freely dispose of them at its bank. Any deduction of discounts, out-of-pocket expenses, taxes, or fees of any kind shall require a separate written agreement. If the incoming payment does not indicate the invoice in question, incoming payments offset Ricoh's claims in the order in which the latter arise.
- 31.3 In case of default by Client, Ricoh has the right to claim interest at the rate of 5% per annum beginning with the due date and to discontinue making additional deliveries of products and services or correcting defects.
- 31.4 Client is prohibited from offsetting any counterclaims it may have against claims of Ricoh.
32. **Extraordinary Administrative Expenses**
- If Client gives rise to extraordinary administrative expenses, then Ricoh has the right to charge Client a flat processing fee of up to CHF 100 (one hundred) per request and affected contractual object. This fee shall be charged, for instance, if, after the Parties have entered into the Agreement, Client requests a change to its client profile (e.g., change of billing address/frequency) or a re-delivery of an invoice that has been sent previously or if Client has to be reminded to make any payments owed by it.
33. **Replacement**
- In the event of a replacement of a system, Ricoh cannot warrant uninterrupted availability. Client shall cover any consequential costs arising from its retention of the old system.
34. **Technical Documentation**
- 34.1 Unless otherwise agreed, statements made in prospectuses and catalogues are not binding.
- 34.2 Statements made on the product data sheet are only binding if they are expressly warranted. In the interest of technical progress, Ricoh strictly reserves the right to make design and technical changes.
35. **Technical Regulations/Import and Export**
- 35.1 The goods supplied by Ricoh fulfil the technical provisions and requirements applicable in Switzerland and the Principality of Liechtenstein.
- 35.2 Ricoh makes no warranty whatsoever in respect of compliance with the technical regulations of other countries or that the products may, under applicable law, be exported abroad from the territory of Switzerland and the Principality of Liechtenstein.
36. **Software**
- 36.1 For software products, Client is responsible for complying with the respective licence provisions.
- 36.2 If licensed software (such as an operating system, micro-programme, firmware, and the like) that controls the functioning and processes of the system is delivered together with the same, then the associated intellectual property rights shall be retained by Ricoh or the software manufacturer, whichever the case may be. Client is given a non-exclusive, restricted right to use this software in accordance with the specifications defined by Ricoh for the respective system.
- 36.3 Client is permitted to make a copy of the software for backup purposes. However, Client must transfer to such copies all copyright notices contained in the original code.
- 36.4 Client is not authorised to copy or electronically re-distribute software programmes or to modify them in any way or otherwise edit them.
- 36.5 If Client transfers any system with software to a third party, then, in addition to transferring the right of use, Client must also transfer the present obligations regarding software to the third party together with the system. Thereupon, Client's right of use shall expire.
37. **Liability**
- 37.1 Ricoh assumes no liability for indirect damage or for lost revenue, lost profits, loss of use, capital costs, or costs for the acquisition of substitute products. Ricoh
- 37.2 In connection with collecting the systems from Client, Ricoh assumes no liability for the security of any Client data remaining on system data-carriers.



- 37.3** Within the limits of the law, Ricoh's liability arising out of this contract shall be limited to CHF 100'000.—.
- 38. Data Protection**
- 38.1** Client data shall be collected, processed, and used by Ricoh in accordance with the provisions of the Swiss Federal Act on Data Protection (DSG; Datenschutzgesetz) of 19 June 1992 (SR 235.1).
- 38.2** In case of an installation and use of hardware and/or software that requires a data connection from Client to Ricoh (e.g., for automatic print-count reports), Client agrees to the transmission of the data and shall make this technically possible (e.g., by correctly configuring the firewall).
- 39. IMACD**
- 38.1** The installation of systems that are leased or purchased as part of the initial or subsequent order ("Install") may only be done by Ricoh itself or by third parties commissioned by Ricoh. Unless otherwise expressly agreed in the individual contract / D&P, Ricoh shall charge separately for the costs incurred in accordance with then applicable pricelist of Ricoh.
- 38.2** For leased systems, changes to the location of the system (hereinafter: "Moves") may only be done by Ricoh itself or by third parties commissioned by Ricoh as part of specific relocation orders. Ricoh shall charge separately for the costs incurred. The customer may move systems that he has acquired and owns, while ensuring the needed care, at his own responsibility. Ricoh will charge separately for any repairs and maintenance that are caused by improperly executed Moves, and for any special expenses that the customer causes by failing to notify Ricoh, or by notifying Ricoh too late, of the new location of the respective systems.
- 38.3** The installation of additional options or accessories ("Add") for a system that is already installed (e.g. an additional Finisher), any changes to the configuration of systems that are already installed on the customer's site ("Change"), and the return to Ricoh or dismantling of leased systems ("Disposal"/"Deinstall"), may only be carried out by Ricoh itself or by third parties commissioned by Ricoh within the framework of specific orders. Ricoh shall charge separately for the costs incurred.
- 38.4** Ricoh does not accept any liability for impairments to the systems resulting from Installs, Moves, Adds, Changes or Disposals/ Deinstalls that are performed by the customer himself or by third parties commissioned by him.
- 40. Print-count Reports**
- 40.1** Insofar as print counts are not reported to Ricoh automatically, Client must, on its own initiative, report the counts at the end of every billing period.
- 40.2** Should the customer fail to notify Ricoh appropriately or if the device is not used by the customer, Ricoh may make an estimate of the counter readings for the purpose of invoicing. The aforementioned estimation is based on the volumes generated in execution of the contract or, at least, on the minimal volumes agreed. In absence of both, on the expectations Ricoh could reasonably make of it. The demand for payment made on the basis of the estimate shall still be due on the stated date and not postponed when the actual counter readings are reported at a later date. Any adjustment to set off the amount paid shall be done on the invoice for the next billing period.
- 41. Limitations**
- 41.1** Ricoh employees shall not make any interventions in Client's IT environment (HW/SW/network) or shall only make them at the express request of Client, whichever the case may be; any such interventions shall be without liability for Ricoh.
- 41.2** If Client makes changes/updates to the operating or network system or changes to a hardware configuration that necessitate activities on the party of Ricoh, then these activities shall be performed in exchange for separate compensation of the associated expenses.
- 41.3** If Ricoh is unable to provide services because of a failure of Client to perform preliminary work, then Client must pay Ricoh any additional expenses that result from this failure, at the prices then in effect.
- 41.4** Ricoh shall not be liable for damage attributable to Client's IT environment (HW/SW/network). If such damage necessitates interventions by Ricoh, then these shall be performed in exchange for compensation of the associated expenses.
- 41.5** Claims for damages arising from a fault or the non-usability of the software and hardware are precluded to the extent permitted by law. This applies, at a minimum, to instances of ordinary negligence. This exclusion of liability also covers claims for damages arising from business interruptions and consequential damage.
- 41.6** Ricoh makes no warranties regarding compatibility. Furthermore, Ricoh shall only be liable, regardless of legal basis, for damage based on the breach of a primary contractual duty incumbent on Ricoh (fundamental duty) or for damage that Ricoh caused through gross negligence or wrongful intent, whichever the case may be. In no case shall Ricoh be liable for atypical or unforeseeable consequential damage. Likewise, Ricoh shall not be liable for damage the occurrence of which Client could have prevented by taking reasonable measures in advance, including but not limited to backing up programmes/data, providing sufficient product training, and clarifying compatibility issues. The warranty and liability provisions concerning software products after start-up and/or use of the same shall be governed by the applicable software licence agreement fully and exclusively.
- 41.7** If the system or components do not exist in the desired language, then these shall be supplied in English.
- 42. Assignment**
- 42.1** Ricoh is entitled to cede and transfer lease payment entitlements and all other rights emerging from this contract, i.e. also the contract itself as a whole, to third parties. Client remains obliged to honor this contract in its full scope for the duration of its term even after ceding/transfer has taken place.
- 42.2** Client does not have the right to assign contracts or individual rights or claims associated with this Agreement to any third party without the prior written consent of Ricoh. Any assignments made or attempted without the prior written consent of Ricoh shall entitle Ricoh to terminate the Agreement/contracts prematurely.
- 43. Choice of Law, Jurisdiction, and Concluding Provisions**
- 43.1** This Agreement shall be governed by the substantive laws of the Switzerland exclusively, without regard to the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (SR 0.221.211.1).
- 43.2** The courts of Zurich shall have jurisdiction over any and all disputes arising from or in connection with this Agreement.
- 43.3** Should any individual provision of the present GTC be invalid or unenforceable, whether in whole or in part, this shall not affect the validity of the remaining provisions or the formation of the contractual relationship. In this case, the Parties shall replace the unenforceable or invalid provision with a new arrangement that is as consistent as possible with the intended legal and economic effect of the same.
- 43.4** The representative signing on behalf of the Client has the requisite authority to be able to bind the Client.