

Terms and Conditions of Sales Digit Image SA

Hereinafter referred to as "Digit Image", is a design and production company for software and electronic solutions for education operating on an international scale. Interpretlab®, LanguageLab®, Teachlab®, InterpretRecorder® and TeachRecorder® are trademarks of Digit Image SA.

1. Definitions

The terms mentioned below have in the context of these general conditions of sale ("GTC") the following meanings:

1.1 The term "Company" designates any client who concludes a legal act within the framework of his commercial, business or independent activity.

1.2 The term "Digitimage, Interpretlabs or Teachlab Website" means any website managed by Digit Image for the sale of products and services and subject to the T & Cs and legal notices of Digit Image. 1.3 The term "Consumer" means a natural person who concludes a legal act for a purpose unrelated to his professional, commercial or independent activity

1.4 The term "Customer" means a natural person, a legal person or a partnership having the legal capacity to order products and services from a Digitimage, Interpretlabs or Teachlab website. Unless otherwise specified, "Customer" is understood to mean both consumers and businesses.

1.5 The term "Products" means (a) a decryption or authorization code, a serial or authorization number, a download link or a code or similar device which provides the customer with access, first use or continued use of a software or service, or (b) other products (even physical).

1.6 The term "Services" means all of the services sold by Digit Image to the customer through the Digitimage, Interpretlabs or Teachlab website.

1.7 The term "Software" means all computer programs produced and marketed in all forms and media from the Digitimage, Interpretlabs or Teachlab website or by other commercial means.

2. Purpose and scope

These T & Cs apply to all offers, acceptances, deployments and provision of services and supplies, by Digit Image to the customer, in connection with the sale of products and services from a Website Digitimage, Interpretlabs or Teachlab, within the meaning of provisions 1.5 and 1.6.

Any deviating condition applied by a client or a third party cannot be included in this contract without written acceptance by Digit Image. These T & Cs will apply even if Digit Image performs its contractual obligations without reservation and with full knowledge of the fact that the customer's conditions differ from these T & Cs. If the sale of products and services includes the provision of services or other activities carried out by third parties, the special conditions relating to licenses and other special conditions of the third party concerned shall apply in addition to these GTC.

3. Conclusion of contract (offer, confirmation and acceptance)

3.1. An order placed by the customer is considered an offer to purchase products and services

addressed to Digit Image and in accordance with these T & Cs. These orders require subsequent acceptance by Digit Image. The customer's order is accepted by sending an acknowledgment of receipt or, at the latest, at the time of supply of the products and services ordered.

3.2. Digit Image may, at its sole discretion, use third parties to perform its services

4. Client commitments

The customer certifies that all the information provided by him when ordering (including, but not limited to, personal data and payment data) is up to date and correct in all material respects. Costs resulting from any

inaccurate information submitted by the customer, or data modified by the customer after the order has been submitted, will be borne by the customer. If the customer has a customer account with Digit Image, it is the customer's responsibility to maintain and update their account information promptly to ensure continued accuracy and completeness. The customer must under no circumstances divulge the password for accessing his account (if any) to third parties.

5. Authorizations, exports, customs duties

5.1. If an authorization or permit from a government or other competent authorities is required for the purchase, transport or use of products and services, it is the customer's responsibility to obtain such authorization or permit at own costs and provide proof thereof at the request of Digit Image. Failure to obtain the authorization or permit does not give the customer the right to block or delay payment. All costs and expenses incurred by Digit Image due to the failure to obtain or erroneously obtain an authorization or permit are the responsibility of the customer. For consumers, this provision does not apply in the case of any authorization or permit required for transport.

5.2. Customs duties may be required for the importation of goods into the customer's country of residence, in cases where the value of the goods exceeds a defined threshold (e.g. if the value of the goods exceeds the amount authorized importation for customer's personal use). Upon receipt of the goods at the location defined by the customer, the customer may have to pay taxes, customs duties and import duties required by the competent authorities. All these additional costs are the responsibility of the customer, as they are beyond the control of Digit Image and are not brought to its attention. The customer can obtain further information on regulations or customs duties from the competent customs authorities in his country.

6. Prices, terms of payment and default of payment

6.1. Prices are VAT not included. Payment of the purchase price is required upon conclusion of the contract and is carried out either as indicated on the Digitimage, Interpretlabs or Teachlab website or supplied per e-mail by Digit Image. With the exception of purchase orders made by legal entities (companies), payments are made before delivery.

6.2. Payments by companies

In the case of companies, the following provisions apply: If the customer is a business, they must identify themselves as such when placing the order. Unless otherwise specified, Digit Image considers the address indicated to be the place of business of the company.

- In the case of prior delivery (purchase order), payments must be made in full, regardless of any claim for incomplete delivery or product defect. Digit Image reserves the right to cancel any order if payment is not made within 14 days.

- The customer has 14 days to confirm his order by making the necessary funds available, if the payment is made by the following payment methods: bank transfer. Digit Image reserves the right to cancel orders if payment is not made within 14 days.

6.3. Individual payment methods

Credit Card. The issuer of the customer's bank card or credit card may charge an additional administrative charge for international payments made by credit card ("Foreign currency transaction fees"), if the customer makes a payment in a foreign currency or if the merchant is established in another country (Digit Image is a company established in Switzerland).

6.4. Default of payment

If, in the event of payment by invoice, the invoice includes a payment deadline, the customer is considered in default of payment if the full payment of the purchase price is not credited to a Digit Image account or has not been received by Digit Image within this period. The same applies when the method of payment used is not sufficient to cover the total amount within the limits of this period.

6.5. Default interest for customers ordering outside of the U.S.

If the customer is in default of payment, he is obligated to pay Digit Image late payment compensation five percent (5%) above the base interest rates in effect at the time of the late payment. If the customer is not a consumer, late payment interest is nine percent (9%) more than that same base interest rate. The "base interest rate" means a variable interest rate defined by the Swiss National Bank on a half-yearly basis, which, after having been increased by a fixed margin, determines the default interest according to the Swiss law in force.

6.6. Default interest for customers ordering from the U.S.

Without prejudice to the exercise of any other remedy, Digit Image reserves the right to impose late fees on all overdue payments, equivalent to the lower of the following two amounts: five percent (5%) per applicable month on the balance due or the highest rate according to the law in force.

6.7. In the event of non-payment, Digit Image reserves the right to cancel the order and / or claim damages.

7. **Delivery, delivery times**

7.1 The delivery of the ordered goods takes place in accordance with the respective delivery information mentioned with the order confirmation.

7.2 For customers ordering from the US, delivery dates are approximate.

7.3 The agreed delivery period takes effect upon receipt of full payment by Digit Image and all information necessary for processing the order duly provided by the customer to Digit Image.

7.4 Delivery delays caused by legal or official provisions (e.g. import and export restrictions) and not attributable to Digit Image, extend the delivery time accordingly, depending on the duration of these obstacles. In sensitive cases, Digit Image will immediately inform the customer of the start and end of the delivery period, as far as Digit Image is aware of.

7.5 Physical products and services

- In the event of the customer's failure to receive the delivered products or in the event of refusal of acceptance, the risk related to damage or loss of the product is transferred to the customer, independently of all other rights accruing to Digit Image:

Digit Image reserves the right to attempt to organize the delivery of the product by the ways and means which it deems appropriate and reasonable at the risk and expense of the customer, or to store the product at the risk and expense of the customer.

- Digit Image is authorized to make partial deliveries as far as is reasonable. Insofar as Digit Image makes partial deliveries to a company, each partial delivery represents a separate contract and, in the event of failure of one or more partial deliveries, the company is not entitled to cancel subsequent partial deliveries.

- The risk of accidental loss or damage is transferred to the company as soon as the product has been handed over to the person responsible for transport, but in no case after the customer has taken possession of it.

8. **Retention of title**

Digit Image reserves the ownership of the product until full payment of all claims arising from the contract, including ancillary claims (eg, currency exchange charges, financing costs, interest, etc.).

9. **Right of use, license**

9.1 To the extent that the products and services delivered by Digit Image constitute or include an activation code, as described in clause 1.5 (a), or a service, the customer accepts that the use of the software corresponding service or the respective provision of the corresponding service is subject to acceptance of the terms and conditions concerning the use of the license ("EULA"). The customer receives the EULA (End User License Agreement) with the purchase of the software or service. The EULA may also be included in the

software or communicated to the customer before or during the use of a service. The customer acknowledges that the software or the service may not be reproduced, adapted, translated, made available, marketed, modified, disassembled, decompiled, retranslated or combined with other software or another service, only within the exclusive framework permitted by Digit Image.

10. Confidentiality

Customer data is subject to electronic data processing. You can view all of Digit Image's data protection provisions under "Privacy Policy".

11. Defects, rights arising from the finding of a defect, exclusion of liability

Digit Image bears legal responsibility for the good condition of products and services only within the meaning of clauses 1.5 and 1.6. The provisions of sections 11.1 through 11.6 apply only to customers placing an order from outside the US. Section 11.7 applies to customers placing an order from the US.

11.1 All information related to Digit Image products and services serves as descriptions and does not constitute guarantees.

11.2 Defective products and services

A product is considered to be defective if it does not have the agreed properties, if it is not suitable for the agreed use or its usual use and if it does not present a usual property for products of the same type, and that the buyer can expect from this type of product. A product is also considered to be defective if it violates the trade protection rights, intellectual property rights. Unless expressly agreed between the parties, the legal provisions and technical standards in force in Switzerland apply. The services and the provision of services are considered defective if they do not meet the contractual agreements.

11.3 Obligation to verify and report

Companies have an obligation to test products under normal operating conditions, upon receipt of delivery, and to ensure that they are in perfect condition, that they correspond to the description of the products and that they are complete. The rights relating to the defective character of a product or an incomplete delivery can only be claimed if the customer declares in writing or by e-mail the defect or incomplete delivery immediately to Digit Image, however at the latest within a period of five days from receipt of the products, and from knowledge of the facts in the case of a hidden defect according to the Swiss Code of Obligations

11.4 Rights arising from the finding of a defect claimed

According to Swiss law, and under clause 14., customers can claim rights arising from the finding of a defect in the following cases:

11.4.1 Business rights arising from the finding of a defect In the event of supply or delivery of defective products and services to a company, Digit Image may choose:

1. Either for the elimination of the defect by the supply of substitute products or services,
2. or for the replacement of defective products and services by new products and services free from defects.

If the alternatives fail, the company can assert its legal warranty rights as follows:

1. The right to reduce the respective purchase price (right of reduction) is excluded.
2. The right of withdrawal is limited to the products and services in question.
3. Under Swiss law, the rights of companies arising from the finding of a defect are statute- barred after a period of twelve (12) months from the shipment of the product

11.4.2 Consumer rights arising from the finding of a defect

If Digit Image has supplied defective products or performed services to a consumer, the latter may opt either for Digit Image to remove the defect by means of repair or to replace the defective products and services with new products and services free from defects. However, Digit Image is entitled to refuse the type of consecutive performance chosen if this is only possible at disproportionate costs and if the other type of consecutive performance does not cause major inconvenience to the consumer. If subsequent performance fails, the consumer can, in principle, demand at his discretion a reduction in the purchase price (right of reduction) or termination of the contract. The rights of consumers arising from the finding of a defect are statute-barred after a period of twenty-four (24) months from the shipment of the product.

11.5 Legal consequences of termination

If the customer exercises an existing right of termination, the parties to the contract are required to return to each other the services obtained and any enjoyment exercised. At the same time, the customer's right to use the products and services no longer holds. In the case of previously purchased software, the customer is obligated to immediately remove it from all systems, recording media and other files and to destroy the physical components of the products and services as well as any copies of the software if any. carried out. In addition, the customer is obliged to submit a separate declaration (eg in writing, or by email) indicating that it will implement the aforementioned measures.

11.6 Disclaimer - Customers Ordering Outside of the US

11.6.1 Any liability of Digit Image for the consequences of modifications made to products and services by the customer or by a third party, improper handling or incorrect treatment of products and services is excluded.

11.6.2 Digit image only sells the products and services defined in clauses 1.5 and 1.6.

Consequently, Digit Image declines all responsibility with regard to the proper functioning of the software and services or with regard to the compatibility of such software and services with the components included in the particular configuration of the computer hardware at the customer's premises.

11.6.3 Unless otherwise specified in clause 11.6, the liability of Digit Image for acts or omissions is expressly excluded.

11.6.4 If Digit Image negligently breaches an essential obligation of the contract, Digit Image's liability for damages is limited to foreseeable damages normally expected in the circumstances. the essential obligations of the contract are those the performance of which is required to achieve the objective of the contract.

11.6.5 If the customer asserts claims for damages based on premeditation or gross negligence on the part of Digit Image or on the absence of a feature guaranteed by Digit Image, Digit Image is held liable within the framework of legal provisions.

11.6.6 Digit Image liability remains valid as of right in the event of culpable injury to life, body and health. This article also applies to liability under Swiss product liability law.

11.6.7 If the liability of Digit Image is excluded or limited, so is the individual liability of employees, employees, collaborators, representatives and vicarious agents of Digit Image.

11.7 Disclaimer - Customers Ordering from the USA

11.7.1.1 Digit Image only provides warranty coverage for listed software purchased from the Digit Image, Interpretlabs or Teachlab website or through purchase order accepted by Digit Image.

11.7.1.2 The customer cannot in any case hold Digit Image responsible for any indirect, particular, incidental, punitive or consequential damage, foreseeable or not, even if Digit Image has been advised of the possibility of such damage, including any loss of income, customers, goodwill or profits, arising

from or in connection with these conditions, whether it is contractual damages, tort or falling under another liability regime. The total and cumulative liability of Digit Image established herein shall in no case exceed the purchase price of the particular products and services giving rise to the claim of the rights. Submitting multiple claims does not increase this limit. This limitation of Liability applies notwithstanding the failure of any other exclusive remedy set forth herein.

12. Place of performance

For all contracts concluded, the agreed place of performance for delivery and payment is Digit Image, in Geneva, Switzerland.

13. Jurisdiction and applicable law

This contract shall be interpreted in accordance with and governed in all respects by the laws of Switzerland. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.

Any dispute, controversy or claim arising out of or in connection with this contractual relationship, including its validity, invalidity, violation or termination, is subject exclusively to Swiss law. It will be resolved by arbitration in accordance with the Swiss Rules of International Arbitration 2021 (Swiss Rules 2021) of the Swiss Chamber's Arbitration Institution in effect on the date on which the notice of arbitration is submitted in accordance with these rules. The seat of the arbitration is in Geneva

14. Global contract

These GTC include all of the agreements concluded between the Parties on the procedures described and replace all previous or simultaneous conventions, correspondence and agreements concluded between the Parties (orally or in writing) on the subject matter. Any modification or addition to these T & Cs requires written form. This written form obligation can only be changed in writing.

15. Validity

If a provision of these T & Cs or a provision of any other agreement should be or should become invalid, the validity of the other provisions or agreements will not be affected. The legislative law in force must be applied to replace the invalid provisions.