

Terms and conditions - flawa iQ

flawa iQ AG enters into a contractual relationship with the customer regarding flawa iQ (case rental, case purchase, data transmission, alarm function, iQ gateway, modules etc.) (hereinafter referred to as flawa iQ) exclusively under the condition that the customer agrees to the present contractual conditions.

The customer agrees to the following contractual conditions by confirming the corresponding note on the contract document or in the online shop.

1. Scope of application

The following provisions regulate the contractual conditions between flawa iQ AG (hereinafter referred to as flawa iQ) and the customer regarding all flawa iQ transactions (case rental, case purchase, data transmission, alarm function, iQ gateway, modules, etc.). The terms of contract form part of the contractual relationship between flawa iQ and the customer concerning flawa iQ. Deviating agreements signed by flawa iQ and the customer in individual cases shall remain reserved.

2. Contractual relationship

A contractual relationship between flawa iQ and the customer concerning flawa iQ shall only be concluded by a written agreement, i.e. signed by flawa iQ and the customer, or upon conclusion of the contract by approval of these contractual conditions in an online shop. flawa iQ's silence on an enquiry, order or confirmation deviating from these contractual terms and conditions shall not be considered as consent. The customer's general terms and conditions shall not apply.

3. Purchase or rental contract (case)

The customer rents or buys a case and rents or buys an iQ Gateway (if required) or - depending on the number of cases used and the local conditions at the customer's premises - several iQ Gateways.

4. Deficiencies in the case of rent

The customer must use the case and iQ-Gateway carefully.

flawa iQ shall remedy malfunctions and defects that arise during careful and appropriate use at its own expense during the rental period.

flawa iQ shall remedy malfunctions and defects that arise from careless, negligent or improper use at the customer's expense (replacement or repair costs, travel costs, installation costs, etc.).

The customer must report any defects to flawa iQ immediately and describe them in detail. If the customer fails to do so, he shall be liable (additionally) for the damage incurred by flawa iQ due to the failure to notify flawa iQ immediately.

5. Defects at the time of purchase

The customer must use the case, iQ-Gateway and iQ-Bridge carefully.

flawa iQ shall remedy malfunctions and defects that arise during careful and appropriate use at its own expense for a period of one year (warranty period).

flawa iQ shall remedy at the customer's expense (replacement or repair costs, travel costs, installation costs, etc.) any malfunctions and defects which occur as a result of careless, negligent or improper use, or malfunctions and defects which occur after the expiry of the warranty period.

The customer must report any defects to flawa iQ immediately and describe them in detail. If the customer fails to do so, he shall be liable for the damage incurred by flawa iQ due to the failure to report the defect immediately.

6. iQ Gateway, iQ Bridge and Installation

iQ-Gateway is used in locations with poor reception quality. iQ-Bridge helps to transmit data within buildings to the iQ-Gateway. iQ-Bridge cannot be rented and is charged to the customer once.

flawa iQ or a company commissioned by flawa iQ is prepared to install the case incl. iQ-Gateway and iQ-Bridge on site at the customer. Installation and travel costs will be invoiced to the customer after installation.

7. Modules

The modules must be purchased at the prices currently valid at the time of purchase and cannot be rented.

flawa iQ guarantees to process and dispatch orders placed automatically by the system by 12.00 noon from Monday to Friday and material ordered by e-mail or telephone by 12.00 noon from Monday to Friday on the same day.

Delivery normally takes place on the next working day, flawa iQ is not responsible for the time of delivery.

8. Liability

flawa iQ shall be liable for damages incurred by the customer due to intentional or grossly negligent conduct on the part of flawa iQ.

9. Disclaimer and important notes

flawa iQ shall not be liable for damages incurred by the customer due to slightly negligent behaviour on the part of flawa iQ.

flawa iQ expressly does not guarantee the proper functioning of the processes and the technical installations, in particular also the emergency button (option). flawa iQ shall not be liable for damages (of any kind) that arise due to technical faults and regardless of their causes (e.g. weak, interrupted or failed data transmission; lack of network security or network constancy; modification of the installation at the customer's premises or at the customer's building or equipment).

flawa iQ shall not be liable for the fitness for use and the application of first aid materials. The customer must contact the manufacturer in this regard.

10. Retention of title

The case and iQ-Gateway remain the property of flawa iQ until full payment has been made. In the event of resale of the goods subject to retention of title, the customer hereby assigns all claims against the secondary purchaser to flawa iQ on account of performance, whereby the customer shall remain liable to flawa iQ for payment. If bankruptcy proceedings are opened against the customer, goods which have not yet been paid for in full can only be withdrawn from the bankruptcy estate if the retention of title has been entered in the retention of title register in advance.

The customer hereby declares his consent to any unilateral registration of the retention of title by flawa iQ in the retention of title register.

11. Exclusion of certain remedies

Conversion and reduction in accordance with Art. 205 ff. OR as well as the invocation of

fundamental error according to Art. 23 f. OR are excluded.

12. Changes

Amendments and supplements as well as the cancellation of the contractual relationship between flawa iQ and the customer require - subject to flawa iQ's right of amendment below - the written form and must be signed by both parties.

Right of amendment: flawa iQ reserves the right to amend these contractual conditions at any time. In this case, flawa iQ shall be responsible for announcing the change in a suitable manner (in particular by e-mail to the customer). In the absence of a written objection within one month of notification, the amendments shall be deemed to have been approved. In the event of objection, the customer shall be free to terminate the contractual relationship explicitly and in writing with immediate effect.

13. Applicable law

The contractual relationship between flawa iQ and the customer shall be governed by Swiss substantive law, to the exclusion of the conflict of laws provisions of private international law (IPRG) and the UN Convention on Contracts for the International Sale of Goods (CISG).

14. Place of jurisdiction

Any disputes in connection with the contractual relationship between flawa iQ and the customer shall be subject to the exclusive jurisdiction of the ordinary Swiss courts at flawa iQ's registered office.

flawa iQ AG
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