voicepoint

GENERAL TERMS
AND CONDITIONS

01.01.2022

Voicepoint AG

GENERAL TERMS AND CONDITIONS – VOICEPOINT AG

1. General information

These General Terms and Conditions (hereinafter referred to as T&Cs) shall apply to all business transactions made between the customer and Voicepoint AG or Voicepoint Romandie Sàrl (hereinafter referred to as Voicepoint). Agreements which differ from or supplement these T&Cs must be made in writing.

2. Quotations

Quotations provided by Voicepoint are valid for four weeks from their submission, unless otherwise stated. Quotations in the online shop, price lists and advertisements are non-binding and subject to confirmation. Information contained within our sales documents (drawings, illustrations, dimensions, weights and other details) are approximate values only and do not constitute any guarantee of qualities, unless they are expressly identified as binding in writing.

3. Prices

All prices given are guide prices only, which are constantly adjusted to the market and, unless otherwise specified or agreed, are exclusive of VAT as well as postage and packing from 8620 Wetzikon.

4. Delivery

Delivery dates and times are non-binding unless otherwise expressly agreed in writing. Information provided by Voicepoint regarding specific delivery dates and times is subject to correct and timely delivery by suppliers and manufacturers to Voicepoint. If delivery is delayed by more than one month, the customer shall be entitled to withdraw from the contract. Otherwise, delays shall in no way justify any claims for damages or the right to withdraw from the contract. Any visible differences in quantity must be reported to Voicepoint and the carrier immediately in writing, whilst hidden differences must be reported within 7 days of receiving the goods. Any complaints regarding damage, delays, loss or poor packaging, must be reported to the carrier immediately upon receipt of the goods.

5. Acceptance of goods

If the customer (buyer) refuses to accept items delivered or states that he does not wish to accept the goods after a grace period has expired, Voicepoint may refuse to fulfil the contract and claim damages for non-fulfilment. Voicepoint reserves the right to claim from the customer (buyer) either a lump sum of 10% of the agreed purchase price or compensation for damages incurred. If the customer chooses to collect goods in person from Voicepoint, but fails to collect goods ordered within 14 calendar days of them being ready for collection at a branch office, Voicepoint shall reserve the right to terminate (cancel) the contract.

6. Benefits and risks

Benefits and risks shall pass to the customer (buyer) as soon as the goods are handed over to the carrier. Any agreement to cover transport costs shall have no effect on the transfer of benefits and risks.

7. Payment

Unless otherwise agreed, invoices issued by Voicepoint shall be payable in full within 30 days of the invoice date to a bank or post office giro account specified by Voicepoint. After this time, Voicepoint shall be entitled to charge interest of 8% per year from the due date without any prior warning.

8. Warranty

The warranty period for hardware is 24 months from the date of invoice. If a longer warranty period is granted by the manufacturer, the manufacturer's warranty period shall apply. Voicepoint will repair or replace free of charge any parts which are shown to be defective or unusable as a result of poor materials, faulty design or poor workmanship. Replaced parts shall become the property of Voicepoint. Any transport costs incurred shall be borne by the customer. No further claims will be accepted, in particular compensation for damages or withdrawal from the contract. The following are also excluded from warranty: damage due to normal wear and tear, inadequate maintenance, and the customer's failure to follow operating instructions. The warranty shall expire if the customer or any third party makes changes or repairs to the goods without our written consent. Voicepoint shall not provide any warranty for software. Insignificant deviations from the guaranteed characteristics of goods shall not entitle the customer to any warranty rights. Only the direct buyer is entitled to assert warranty claims against Voicepoint; such claims are not transferable.

9. Exclusion of liability

Voicepoint shall only be liable for damage caused by intentional misconduct or gross negligence. The right to make claims relating to product liability will not be affected.

Voicepoint shall not be held liable, insofar as is permitted by law, for any functional limitations, interruptions or crashes relating to the customer's software or hardware, for any loss of or alterations to customer data, or for any interruptions, crashes or failures by all or part of the customer's IT system. Liability for further damage is expressly excluded, in particular for consequential damages (e.g. due to business interruptions, loss of data, etc.).

Insofar as is permitted by law, Voicepoint shall not be held liable for any damage arising from the incorrect or delayed fulfilment of a customer's obligation to co-operate, for the recovery of data or for indirect or consequential damages such as additional costs, unrealised savings, lost profits or third party claims.

Under no circumstances shall Voicepoint be held liable if prevented from fulfilling its obligations correctly and in a timely manner for reasons for which it is not responsible. Dates scheduled for their fulfilment shall be extended in accordance with the impact of the circumstances for which Voicepoint is not responsible.

10. Returns

Any faulty parts or equipment to be returned must be posted or delivered to Voicepoint, together with a completed repair form and a copy of the invoice that was delivered with them. Products shall be returned at the customer's expense and risk. No new warranty periods shall come into force as a result of exchanging parts, assemblies or complete pieces of equipment. The warranty period is limited exclusively to the repair or replacement of damaged items. When returning equipment to be repaired, the customer (buyer) must make sure that all accompanying data is backed up, as this may be lost during the repair process.

11. Software licensing

Insofar as software forms part of the goods delivered, this shall be made available to the customer (licence holder) solely for his own use, i.e. he may neither copy it nor allow others to use it. A perpetual licence (buying licence) entitles the holder to use the licensed software for an unlimited period of time. A subscription licence (rental licence) entitles the holder to use the software during the agreed term. At the end of a term, the subscription licence shall automatically be renewed for an agreed term, unless terminated in writing by either the licence holder or Voicepoint 2 months prior to the end of the term.

12. Software hosting and maintenance

Hosting subscriptions and maintenance/support contracts entitle the customer (buyer) to use the corresponding services during the agreed term. At the end of a term, each service shall automatically be renewed for an agreed term, unless terminated in writing by either the licence holder or Voicepoint 2 months prior to the end of the term.

13. Data protection

Voicepoint reserves the right to process data about the buyer obtained from business relations or in connection with them, regardless of whether it is obtained directly from the buyer or via a third party, in accordance with the German Federal Law on Data Protection (DSG). Personal data shall be treated as strictly confidential and only passed on to third parties as part of a credit assessment.

14. Original text

Voicepoint's T&Cs are available in German, French and English. In the event of inconsistencies, the German version shall be deemed to be valid.

15. Severability

If any provision or part thereof is or becomes ineffective or invalid, the validity and effectiveness of the remaining provisions shall remain unaffected. This (invalid) provision shall be replaced by one which comes as close as possible to the original intent of Voicepoint.

16. Applicable law and place of jurisdiction

All contractual relations between the customer and Voicepoint shall be governed exclusively by Swiss law. The exclusive place of jurisdiction for all disputes arising from or in conjunction with this contract is Hinwil ZH.

Wetzikon, 01.01.2022