



# KLARA

Macht dein Büro einfach.

# Supplementary Terms and Conditions for the KLARA POS

## 1. Scope

**1.1.** These Supplementary Terms and Conditions for the KLARA POS ('KLARA POS Terms') govern the relationship between customers ('customer') and KLARA Business AG ('KLARA') for the POS.

**1.2.** These POS Terms are valid as a supplement to and an integral component of KLARA's General Terms and Conditions.

**1.3.** By activating the KLARA Widget, the customer accepts these Terms, and by booking offers from third parties also accepts the conditions that the respective third party has for those offers.

## 2. Formation of contract

**2.1.** By activating the KLARA and/or partner Widget including the confirmation of the respective terms, the customer is bound to the contract.

**2.2.** Basically, the contract is subject to KLARA's approval. Should KLARA wish to reject an order, it shall strive to inform the customer within 10 working days of the request.

## 3. Contract duration and termination

**3.1.** The contract begins when the customer submits the order in accordance with section 2.1, unless the contract is refused in accordance with section 2.2.

**3.2.** The contract is concluded for the usage period selected in the Widgetstore.

**3.3.** If the usage period is monthly, the contract can be terminated with effect at the end of each month except in the first usage month. In the first usage month, usage is calculated pro rata.

**3.4.** An annual contract can be terminated with effect at the end of the contract year subject to a 30-day period of notice. If the termination is delayed, the contract will be extended by a further year.

**3.5.** Terminations must be communicated electronically via the KLARA Widgetstore or in writing.

## 4. KLARA's services

**4.1.** The customer is granted free usage of the cloud-based KLARA POS for the duration of the contract.

**4.2.** KLARA supplies the customer with the hardware package for the POS. The goods will be shipped by post. The shipping risk is assumed by the customer. The customer buys the delivered devices.

**4.3.** The usage rights pursuant to this contract are not transferable or sublicensable.

**4.4.** Detailed information about services, products and prices can be viewed on the KLARA website or the KLARA Widgetstore.

**4.5.** Some services are rendered in cooperation with third parties. Services rendered by third parties are governed by their own provisions.

## 5. Customer rights and obligations

**5.1.** The POS requires an Internet connection. The customer is responsible for maintaining the integrity of the Internet connection. The POS is functional without an Internet connection but cannot exchange data with the KLARA application.

**5.2.** Customers are obliged to install the necessary software updates in their hardware.

**5.3.** The customer is entitled to return the KLARA POS hardware within 30 days after contract finalization. The goods must be returned by post. The customer also bears the shipping risk for returns.

**5.4.** After 30 days from the start of the contract, the POS terminal can no longer be returned and full payment for the hardware becomes due.

**5.5.** If the KLARA terminal is returned incompletely, in damaged condition or not original packed, the customer shall be invoiced for the individual devices. If everything is returned completely within the first 30 days since contract finalization, the respective hardware invoice shall be annulled.

## 6. Prices and terms of payment

**6.1.** Prices can be viewed on the KLARA website and in the KLARA Widgetstore.

**6.2.** KLARA shall verify company information and personal information.

**6.3.** Payment for the KLARA POS hardware can be agreed as a one-off payment or as a down payment over 12 months. KLARA reserves the right to only deliver the goods in the case of a one-off payment against prepayment. In this case, the goods will only be delivered upon receipt of the full invoice amount. In the case of payment in installments, a monthly invoice is issued and the hardware becomes the property of the customer when the last payment installment is made.

**6.4.** All prices are indicated in Swiss francs and do not include VAT. KLARA's invoices are payable within 10 days of the invoice date.

**6.5.** Customer receivables cannot be offset against KLARA's receivables.

**6.6.** All delivered goods remain the property of KLARA until full payment is received.

**6.7.** If third parties are engaged to process payments, their terms and conditions apply.

## 7. Warranty

**7.1.** KLARA extends a two-year warranty to the customer for hardware package devices that were purchased. In the event of defects, the customer has the exclusive right to repair or replacement at KLARA's discretion. KLARA endeavors to provide the customer with a replacement device immediately but cannot guarantee seamless availability.

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