General Terms and Conditions (AGB)
of RAMMS AG

1. Introduction

These General Terms and Conditions ("GTC") apply to all contracts, agreements, and services provided by RAMMS AG, with its registered office at Riedweg 35, 7494 Davos Wiesen, Switzerland (hereinafter "RAMMS AG," "we," "us," or "our"). By purchasing a license or utilizing our services, you agree to be bound by these GTC. Swiss law applies, and the place of jurisdiction is Davos, Switzerland.

2. Scope of Application

These GTC apply to all sales of licenses and the provision of services by RAMMS AG. Any terms and conditions of the customer that deviate from or conflict with these GTC are not recognized unless RAMMS AG explicitly agrees to them in writing. In case of any conflict between these GTC and the terms of a specific license agreement, the terms of the license agreement shall prevail.

3. Conclusion of Contract

A contract is concluded when RAMMS AG confirms the customer's order in writing or electronically. The customer is bound to their order for a period of 30 days.

4. Services and Licenses

RAMMS AG provides both software licenses and related services. RAMMS AG grants the customer a non-exclusive, non-transferable license to use the software as specified in the license agreement. The customer may not copy, modify, distribute, sell, lease, or reverse engineer the software, except as permitted by law.

5. Prices and Payment

The prices for licenses and services are specified in the respective contract or order confirmation. Prices may be quoted in Swiss Francs (CHF), Euros (EUR), or United States Dollars (USD).

- Payment Terms: Payment for software licenses is due in full upon order placement. The customer must make the payment before receiving the license code and gaining access to the software. Payment for services is due within 30 days of the invoice date unless otherwise agreed in writing.
- Payment Methods: Payments can be made via bank transfer, credit card, or other payment methods as specified by RAMMS AG.
- Invoice and Payment Confirmation: Upon receipt of the payment for software licenses, RAMMS AG will issue an invoice and payment confirmation. The license code will be provided only after the payment is confirmed. For services, an invoice will be issued after the services are rendered, and payment is due within 30 days of the invoice date.
- Late Payment: In case of late payment, RAMMS AG reserves the right to charge interest on overdue amounts at the rate of 5% per annum and to suspend the provision of the software and services until payment is received.

6. Delivery and Transfer of Risk

The delivery of software licenses and services is carried out electronically unless otherwise agreed. The risk passes to the customer upon the provision of access or delivery of the software.

7. Customer Obligations

The customer must ensure that the software is used in accordance with the license terms and that unauthorized access to the software is prevented. The customer is responsible for maintaining the confidentiality of any access data and promptly informing RAMMS AG of any unauthorized use.

8. Warranty and Liability

8.1 Disclaimer of Warranty

RAMMS AG provides the software and services "as is" and "as available" without any warranties or representations of any kind, either express or implied. To the fullest extent permissible under applicable law, RAMMS AG disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties that may arise from course of dealing, course of performance, or usage of trade.

8.2 Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall RAMMS AG be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses (even if RAMMS AG has been advised of the possibility of such damages), resulting from:

- The use or the inability to use the software;
- Unauthorized access to or alteration of your transmissions or data;
- Statements or conduct of any third party on the software;
- Any other matter relating to the software or services.
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8.3 No Liability for Errors or Omissions

RAMMS AG does not warrant that the software or services will be uninterrupted or error-free, that defects will be corrected, or that the software or the servers that make it available are free of viruses or other harmful components. RAMMS AG does not warrant or make any representation regarding the use or the results of the use of the software or services in terms of its correctness, accuracy, reliability, or otherwise.

8.4 Exclusion of Liability

RAMMS AG shall not be liable for any damages whatsoever resulting from the use of, or inability to use, the software or services, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not RAMMS AG is advised of the possibility of such damages.

9. Termination

9.1 Termination by RAMMS AG

RAMMS AG reserves the right to terminate the contract at any time with immediate effect if the customer breaches any term of these GTC or the license agreement, if the customer fails to make a payment when due, or if RAMMS AG has reasonable grounds to believe that the customer is using the software or services in a manner that may harm RAMMS AG or third parties. Upon termination, the customer must cease using the software and destroy all copies.

9.2 Termination by Customer

The customer may terminate the contract with a notice period of 30 days. Notice of termination must be given in writing. Upon termination, the customer must cease using the software and destroy all copies.

9.3 Effect of Termination

Upon termination of the contract, all rights granted to the customer under the license agreement will immediately cease, and the customer must promptly delete all copies of the software from their systems and certify to RAMMS AG that they have done so. Termination does not entitle the customer to any refund of amounts paid for the software or services.

10. Intellectual Property

All intellectual property rights in the software and related documentation remain with RAMMS AG. The customer acquires no rights in the software beyond the license granted.

11. Data Protection

RAMMS AG processes personal data in accordance with applicable data protection laws and its privacy policy. The privacy policy is available at https://www.ramms.ch.

12. Confidentiality

Both parties undertake to treat all information received from the other party that is marked as confidential or is inherently confidential as strictly confidential and to use it only for the purposes of the contract.

13. Governing Law and Jurisdiction

These GTC and any contracts concluded under them are governed by Swiss law. The exclusive place of jurisdiction for any disputes arising from or in connection with these GTC or contracts is Davos, Switzerland.

14. Severability Clause

Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.

15. Amendments

RAMMS AG reserves the right to amend these GTC at any time. The current version is published on our website. Amendments to the GTC will be communicated to the customer in an appropriate manner.

16. Contact Information

For any questions or concerns regarding these GTC, please contact:

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