GENERAL TERMS AND CONDITIONS (GTC)

4 POS AG

December 2025

A. GENERAL PROVISIONS (Valid for Purchase and HaaS)

1. Scope of Application and Conclusion of Contract

1.1. These GTC govern all contractual relationships between 4 POS AG (hereinafter referred to as «4POS») and its customers. They are divided into:

Part A: General Provisions (valid for all services provided by 4POS)

Part B: Special Provisions for the Purchase of Hardware

Part C: Special Provisions for Hardware as a Service (hereinafter referred to as «**HaaS**») (Lease)

Part D: Final Provisions

1.2. Conflicting or deviating conditions of the Customer shall not apply unless 4POS has expressly agreed to them in writing.

1.3. Offers made by 4POS without an acceptance deadline are non-binding. A contract is only concluded upon the written or emailed order confirmation from 4POS or upon provision of the service.

1.4. 4POS supplies exclusively to commercial customers (B2B). The Customer confirms that it is not acting as a consumer within the meaning of Art. 3 let. a of the Swiss Unfair Competition Act (UWG) or comparable foreign regulations.

2. Prices

2.1. Unless otherwise agreed, 4POS prices are net, in the currency stated in the offer or invoice (default is Swiss Francs, CHF), plus statutory Value Added Tax (VAT).

2.2. Costs for packaging, transport, insurance, and any customs duties shall be borne by the Customer, unless otherwise agreed (cf. Clause 4.1).

2.3. 4POS reserves the right to adjust prices if the underlying costs (e.g., material or currency fluctuations, regulatory, customs, or logistical requirements in the country of delivery) change significantly between the submission of the offer and the delivery date. For HaaS models, this applies only to price adjustments at the beginning of a new contract term.

3. Payment Terms and Default

3.1. **Purchase (Part B):** Unless otherwise agreed, invoices are due for payment prior to delivery (advance payment).

3.2. **HaaS (Part C):** Fees are due for payment periodically in advance in accordance with the contract (e.g., monthly, annually).

3.3. Payments must be made without deduction of cash discounts or other setoffs by no later than the last day of the payment period noted on the respective invoice (due date).

3.4. Payment deadlines must be met even if shipping, transport, installation, or acceptance of the delivery is delayed or rendered impossible due to circumstances for which 4POS is not responsible, or if insignificant parts of the delivery are missing or subsequent work is required that does not render the use of the delivery impossible.

3.5. Set off against any counterclaims of the Customer is excluded.

3.6. Offsetting of Credits: 4POS is entitled to automatically offset any credits of the Customer (e.g., from returns or credit notes) against the next due invoice claim. The offset and the remaining credit balance will be shown separately on the corresponding invoice.

3.7. If the Customer fails to meet the payment deadlines, it shall be in default without further notice and shall owe default interest of 5% p.a.

3.8. Should the Customer fail to fulfil its payment obligations in accordance with the contract, 4POS is entitled to suspend its deliveries until overdue payments have been made in accordance with the contract and future payments are secured.

B. SPECIAL PROVISIONS: PURCHASE OF HARDWARE

4. Delivery, Benefit and Risk (Purchase)

4.1. The scope of delivery is determined exclusively by the order confirmation of 4POS. Unless otherwise agreed, brochures and catalogues are not binding. Drafts, drawings, as well as technical documents and data contained in software are only binding insofar as they are expressly designated as an integral part of the contract in the order confirmation.

4.3. All deliveries are made EXW (Ex Works) from our suppliers' factory in accordance with INCOTERMS 2020, unless otherwise agreed.

4.4. Benefit and risk shall pass to the Customer upon dispatch of the delivery Ex Works (EXW).

4.5. Unless expressly stated otherwise in the order confirmation, delivery dates are legally non-binding.

4.6. If dispatch is delayed at the Customer's request or for reasons not attributable to 4POS, the risk shall pass to the Customer at the time originally scheduled for dispatch, and 4POS shall not be responsible for any resulting delays.

5. Inspection and Warranty (Purchase)

5.1. **Content of Warranty:** 4POS warrants that the products delivered to the Customer function in accordance with statutory regulations and the specifications expressly mentioned in the order confirmation and in accordance with their intended use. Technical data and product descriptions do not constitute a guarantee of specific properties.

5.2. **Duty of Inspection:** The Customer must carefully inspect the delivery for completeness and defects within 10 working days of receipt.

5.3. **Notice of Defects**: Defects must be reported to 4POS immediately, but no later than within a period of 10 working days, in writing and in detail. Hidden defects must be reported in writing and in detail within 10 working days of their discovery. If the Customer fails to provide timely notice of defects, the delivery shall be deemed approved.

5.4. **Warranty Period:** The period for new goods and for refurbished goods is 12 months from the dispatch of the delivery Ex Works.

5.5. **Warranty Claims:** In the event of defects (demonstrably due to poor material, faulty design, or poor workmanship), 4POS shall provide warranty by way of rectification (repair) or replacement delivery at its own discretion. All further warranty claims (rescission, reduction, etc.) are excluded.

5.6. **Exclusions:** Excluded from the warranty are damages caused by natural wear and tear, inadequate maintenance, improper interference, external influences (e.g., moisture, drop damage, overvoltage damage), any third-party software, as well as minor or temporary deviations from the warranted characteristics which do not significantly impair the intended use of the products.

5.7. The warranty becomes void if the Customer or third parties carry out modifications or repairs without the written consent of 4POS.

6. Retention of Title (Purchase)

6.1. The delivered goods remain the property of 4POS until full payment of the purchase price.

6.2. Upon conclusion of the contract, the Customer authorizes 4POS to have the retention of title registered in the official registers (e.g., in the retention of title register at the Customer's registered office) at the Customer's expense. For foreign sales, the retention of title shall be deemed agreed in accordance with the law of the country of destination to the extent that it is legally permissible and can be effectively established in that country. The Customer undertakes to perform all acts of cooperation required for the effectiveness of the retention of title (e.g., invoice notations, registrations, notifications to third parties).

C. SPECIAL PROVISIONS: HARDWARE AS A SERVICE (LEASE)

7. Subject Matter of the Contract and Provision (HaaS)

7.1. Under the HaaS model, 4POS grants the Customer the use of the hardware specified in the contract for the agreed contract term (Lease).

7.2. The hardware remains the full property of 4POS throughout the entire contract term and beyond. It may not be sold, pledged, or sub-let to third parties by the Customer.

7.3. Unless otherwise agreed, the risk of damage to or loss of the leased object passes to the Customer upon handover to the Customer (or the freight forwarder).

8. Contract Term and Termination (HaaS)

8.1. The contract enters into force in accordance with the order confirmation and applies for the agreed minimum term of 36 months, unless otherwise agreed.

8.2. If the contract is not terminated in writing by either Party with a notice period of three (3) months prior to the expiry of the minimum term, it shall automatically be extended by the agreed minimum term.

8.3. Extraordinary termination for good cause (in particular in the event of a material breach of contract by the other Party) remains reserved.

9. Obligations of the Customer (HaaS)

9.1. The Customer is obliged to use the hardware with all due care and to protect it from excessive strain or damage.

9.2. The Customer is responsible for creating the necessary infrastructural prerequisites (power, network, etc.).

9.3. The Customer is obliged to insure the hardware (leased object) at its own expense against all usual risks (in particular theft, fire, water, damage by third parties) at replacement value. The Customer assigns its claims under this insurance to 4POS in the event of a claim. The Customer undertakes to sign the documents necessary for this assignment upon the first request of 4POS.

9.4. Within the scope of HaaS, the Customer is obliged to comply with all local regulatory requirements for the operation, registration, and disposal of the hardware.

10. Defects and Maintenance (HaaS)

10.1. 4POS ensures that the hardware is functional upon handover and remains so (duty of maintenance acc. to Art. 256 Swiss Code of Obligations).

10.2. Excluded from the duty of maintenance are defects caused by improper handling, third-party interference, or force majeure. The rectification of such damages will be invoiced to the Customer on a time and material basis.

10.3. The Customer must report defects or malfunctions to 4POS immediately in writing. 4POS will remedy the defect within a reasonable period by repair or replacement (at 4POS's discretion).

10.4. The warranty regulations pursuant to Clauses 5.5 and 5.6 also apply to HaaS.

11. End of Contract and Return (HaaS)

11.1. At the end of the contract, the Customer is obliged to return the hardware to 4POS immediately, complete, and in a proper condition corresponding to normal use.

11.2. The costs for the return shipment and any repair work (in case of excessive wear and tear) shall be borne by the Customer.

11.3. The Customer is solely responsible for the prior, irretrievable deletion of all its data on the hardware to be returned.

D. FINAL PROVISIONS (Valid for Purchase and HaaS)

12. Limitation of Liability

12.1. Any liability of 4POS going beyond the warranty (Part B) or duty of maintenance (Part C) is excluded to the extent permitted by law.

12.2. In no event shall 4POS be liable for consequential damages or indirect damages. This includes, in particular, loss of production, loss of use, loss of orders, loss of data, or loss of profit.

12.3. This exclusion of liability does not apply to damages caused by gross negligence or unlawful intent on the part of 4POS. It also does not apply insofar as mandatory product liability law is applicable.

12.4. The limitations of liability pursuant to this Clause 12 apply in each case to the maximum extent permitted by law.

13. Confidentiality and Intellectual Property

13.1. Both Parties undertake to maintain the secrecy of confidential information of the respective other Party.

13.2. All rights to technical documents and plans handed over to the Customer by 4POS remain fully with 4POS.

14. Data Protection

14.1. 4POS processes personal data (e.g., of contact persons of the Customer) in accordance with the Swiss Federal Act on Data Protection (revFADP), insofar as this is necessary for the execution of the contract. If the EU General Data Protection Regulation (GDPR) is applicable in individual cases, the processing of personal data shall be carried out in accordance therewith.

14.2. Details regarding the processing of personal data by 4POS (in its role as “Controller”) are regulated in the separate Privacy Policy on the 4POS website.

15. Export Regulations

15.1. The performance of the contract is subject to the reservation that no obstacles due to national or international export control regulations stand in the way.

15.2. The Customer undertakes to comply with all applicable Swiss (in particular the Goods Control Act, GKG, and Goods Control Ordinance, GKV) and international (e.g., US EAR) export regulations in the event of resale (only for purchase) or transfer of the products.

16. WEEE (Waste of Electrical and Electronic Equipment)

16.1. 4POS AG is committed to meeting the requirements of the European Union (Waste Electrical and Electronic Equipment) Regulations 2014. These Regulations require producers of electrical and electronic equipment to finance the takeback of WEEE resulting from products that we place on the Irish market. This helps us to ensure that WEEE is reused or recycled safely. In line with that commitment 4POS AG will take back WEEE from you. Please contact us for details.

You also have a role to play in ensuring that WEEE is reused and recycled safely. So, if you choose not to return WEEE to us then you should not dispose of it in your bin. The crossed out wheeled-bin symbol on the product reminds users not to dispose WEEE in the bin. You should ensure that the WEEE is collected separately and sent for proper treatment. WEEE contains hazardous substances and if not managed and treated safely it can cause pollution and damage human health.


Waste Electrical and Electronic Equipment (WEEE) and waste batteries must never be placed in any of your household wheelie bins. WEEE is taken back free of charge at electrical retail outlets on a one-for-one like-for-like basis. There is a container for small waste batteries in your local store. Local authority civic amenity facilities also take back WEEE and waste batteries free of charge. WEEE and waste battery recycling is free

16.2. 4POS AG WEEE registrations: Irland: 3844WB | Austria: 9008392483730 | Belgium Recupel: 957605 | Finland Elker: 5618 | France: FR417503_05NGWS (WEEE), FR417503_06EFUC (Battery) | Germany: 46595015 (WEEE), 80577660 (Battery) | Italy: CH101590881 | Poland: 000006411 (WEEE), 000672822 (Battery) | Portugal: PT102668 (WEEE), PT06003026 (Battery) | Romania: RO-EEE-6952-2026-03-17 | Slowakia: RV24EEZ0001217 (WEEE), RV24BAT0000899 (Battery)

17. Force Majeure

4POS shall not be liable for performance disruptions attributable to events beyond its control (in particular natural events, pandemics, official measures, embargoes, war, significant disruptions of supply chains). In such cases, delivery periods shall be extended appropriately; further claims of the Customer are excluded.

17. Final Provisions

18.1. **Applicable Law:** The contractual relationship shall be governed exclusively by substantive Swiss law, excluding private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention/CISG) is expressly excluded.

18.2. **Authority:** The exclusive place of authority is Baar (registered office of 4POS AG). However, 4POS is also entitled to take legal action against the Customer at its ordinary place of jurisdiction (domicile).

18.3. **Severability Clause:** Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. Instead, in such a case, the invalid provisions shall be replaced by valid provisions that best correspond to the economic purpose of this agreement. The same procedure applies in the event of loopholes in the contract.