General Terms and Conditions

1. Definitions

Services are defined in these General Terms and Conditions to include consultancy, the development of systems, as well as the installation, configuration and maintenance of individual or distributed computer systems or their components.

Components include products of third party manufacturers that are required for the development of systems or that are used as parts of individual or distributed systems.

1.2. Execution of Orders

Canoo Engineering AG commences the provision of services following the receipt of the contract that has been signed by the customer or by the written confirmation by Canoo Engineering AG. Unless otherwise agreed specifications apply that are set out in the contract or the confirmation. Collateral agreements must be made in writing.

The service is considered discharged upon delivery of the tasks specified in the contract or confirmation.

For the entire duration of the project both parties agree to designate persons responsible for the project.

The execution of the delivery of components is performed in like manner.

1.3. Quotations

In the event that no period of validity is specified in a quotation it is valid for a period of 30 days from the date of the quotation. Our reserved rights in the point Changes to Prices specified below concerning components remain unaffected.

1.4. Liability

1.4.1. Delivery Dates

Confirmation of delivery dates is undertaken subject to any delays through circumstances not already known at the time of the order or otherwise beyond the influence of Canoo Engineering AG.

1.4.2 Purchase of Services and Warranty

Within 10 days of completion of the service provision Canoo Engineering AG will submit a written certificate of acceptance for the signature of the customer. The customer may specify any defects in this certificate of acceptance. These defects will subsequently be rectified.
On the day following acceptance or at the latest 30 days following the issuance of the certificate of acceptance a period of warranty of 6 months commences during which Canoo Engineering AG will rectify free of charge any defects in the service provision not recognizable at the time of acceptance.

1.4.3 Guarantee for Components

In lieu of the statutory warranty entitlements Canoo Engineering AG will assume a guarantee for delivered components according to the provisions of the guarantee terms specific to the product. These will be handed over to the customer upon delivery of the products. Within the limits of these guarantee conditions Canoo Engineering AG will ensure within normal working hours the rectification of any problems that have arisen with the components. Unless otherwise specified in writing the defective components will be delivered at the customer’s cost and risk to the premises of Canoo Engineering AG and retrieved from there following repair.

1.4.4 Liability for Consequential Damages

Canoo Engineering AG does not accept liability for damages resulting directly or indirectly from the delivered services or from the operation, use, malfunction or operational failure of the delivered components. In particular liability for consequential damages such as loss of profit, third party claims or damage to stored data is excluded.

Liability remains reserved as defined in Article 100 of the Schweizer Obligationsrecht [Swiss Code of Obligations].

1.5. Invoices and Payments

1.5.1 Payment Date

Invoices issued by Canoo Engineering AG are payable within 30 days of invoice date (expiry date)

1.5.2 Payments for Services

Canoo Engineering AG is entitled to issue partial invoices for services. These correspond to the actual work performed.

10 days following a written reminder of a due invoice Canoo Engineering AG reserves the right to suspend work or to withdraw from the contract.

1.5.3 Payment for out-of-pocket Expenses

Canoo Engineering AG reserves the right to levy a surcharge of 10% of the amount invoiced for services for out-of-pocket expenses.
1.5.4. Changes to Prices of Components

Unless expressly agreed otherwise increased prices will be applied in the event of price increases that become effective between the ordering from and the delivery by Canoo Engineering AG. Should as a consequence an increase above 6% ensue in the total amount bought the customer has the right to withdraw from the contract in relation to the affected components.

1.5.5. Reservation of Proprietary Rights for Components

Until the purchase price has been paid in full Canoo Engineering AG retains title of ownership to all components which may at any time be recorded in the Registry of Retention of Title.

1.5.6. Offsetting of Claims

The contractual partner is prohibited from offsetting the claims of Canoo Engineering AG against any claims of its own.

1.6. Ownership Rights with Services

The customer has the non-transferable and non-exclusive right of own use of all services supplied by Canoo Engineering AG. If not agreed differently, all further rights remain with Canoo Engineering AG or its licensors respectively.

Canoo Engineering AG shall have the right to reuse in other projects all processes, ideas, concepts and methods developed in relation to the work performed by Canoo Engineering AG or as the case may be jointly with the customer.

In particular the unauthorized transfer of programs, copies of program or program booklets are not permitted. In case of breach of these obligations damage proceedings remain reserved.

For the use of standard software the licensing conditions specific to the product shall apply. These are either enclosed with the programs or supplied to the customer prior to delivery.

1.7. Benefit and Risk

Canoo Engineering AG bears the risk for loss and damage of products until handover to the customer.

1.8. Use

The use of components or in the case of the services the results of work and their application for a definite purpose is solely the concern of the customer and is its own responsibility.
1.9. Re-export

For most components re-export is forbidden according to an obligation vis-à-vis the import and export section of the [Swiss] Federal Department of Economic Affairs or is only permitted upon receipt of a special export authorization. This obligation is herewith transferred to the customer who must likewise obligate the respective buyer upon any resale.

1.10. Compatibility of Software and Components

Canoo Engineering AG guarantees that devices and programs may be run in any combination only under the condition that the correct functioning in a certain configuration has been expressly warranted to the customer in writing.

Canoo Engineering AG is not liable for incompatibilities resulting from the further development of hardware and operating software.

1.11. Reciprocal Confidentiality and non-Poaching Clause

The contract partners undertake for the duration of the collaboration not to exploit or disclose to others confidential information such as in particular manufacturing and business secrets of which they have gained knowledge in the course of the execution of the work. The parties remain bound to this confidentiality agreement after completion of the project insofar as this is necessary to safeguard the legitimate interests of the other party.

The parties undertake to refrain from any attempt to solicit ('poach') or occasion the soliciting of an employee from the other party for their own or another business. This comprehensive non-poaching clause applies for the duration of a project and furthermore for a period of 12 (twelve) months following its conclusion. For each infringement of this non-poaching clause the offending party is obliged for each transgression to pay the other party a contractual penalty amounting to CHF 100,000. The payment of the contractual penalty does not relieve the offending party from further compliance with the non-poaching clause. In all cases the other party may demand the removal of the conditions leading to the breach of contract as well as demanding compensation.

1.12. Applicable Law; Place of Jurisdiction

Swiss law applies exclusively. The exclusive place of jurisdiction is Bâle (German: Basel).

Canoo Engineering AG

Hans-Dirk Walter                       Dirk Krampe
Chief Executive Officer               Chief Financial Officer.