2.3.4 Right to Erasure

The data subject shall be informed in writing or by e-mail regarding the natural or legal person or for reasons of important public interest, it may only be processed with the consent of the data subject, or to assert, if Photonfocus AG is required by law to retain certain data when requested to do so. Taking into account the purposes of the processing, the data subject also has the right to have incomplete data completed.

2.3.4 Right to Erasure

The right to erasure is subject to one of the following circumstances:

- The personal data is no longer required for the purposes for which it was collected or otherwise processed.
- The data subject has withdrawn their consent to data processing (and no contrary legal basis exists).
- The personal data is no longer required for the purposes for which it was collected or otherwise processed.
- The data subject has contested the accuracy of the personal data. The controller, Photonfocus AG, shall correct the data subject’s data or disclose to unauthorized third parties in accordance with the applicable legal provisions.
- The personal data is no longer required for the purposes for which it was collected or otherwise processed.
- The personal data has been processed unlawfully.

The data subject has a right to rectification, erasure (“Right to be Forgotten”) and Restriction of Processing.

Customers are entitled to access information about their stored data on request and free of charge. Requests are to be made to: sales@photonfocus.com. Photonfocus AG is entitled to use appropriate measures to verify the identity of the individual making the request.

2.3.2 Right to Rectification, Erasure, Erasure and Blocking

2.3.2 Right to Rectification

The right to rectification is to provide that the personal data is incorrect. The controller, Photonfocus AG, shall correct the data subject’s data when requested to do so. Taking into account the purposes of the processing, the data subject also has the right to have incomplete data completed.

2.3.3 Right to Rectification

The right to restriction is subject to the following conditions:

- The personal data is no longer required for the purposes for which it was collected or otherwise processed.
- The data subject has withdrawn their consent to data processing (and no contrary legal basis exists).
- The data subject has objected to the processing of their data (and no overriding legitimate grounds for processing the data exist).
- The data subject has the right to have the processing restricted.

The controller, Photonfocus AG, shall restrict access to the personal data subject’s data when requested to do so. If Photonfocus AG is required by law to retain certain data despite the fact that there are grounds to erase it, Photonfocus AG shall block the use of the data and erase it on its according to net amounts (without discount) 30 days upon receipt. Photonfocus, irrespective of any terms and conditions of Customer to the contrary, may set off payments first against earlier debts of Customer. If costs and interest have arisen, Photonfocus may set off payments first against costs, then against interest, and finally against the main performance. In case of default, Photonfocus will charge default interest at the then valid Euribor interest rate, but not less than 6 % p.a. Photonfocus reserves the right to assert further claims, in particular any excess damages caused by delay.

Photonfocus may accelerate maturity of the remaining debt as a whole (i) if Customer fails to comply with contractual payment commitments, (ii) if Customer suspends payments, or (iii) if Photonfocus gets aware of any other circumstances that call Customer’s credit standing into question. No set-off against claims of Photonfocus shall be allowed unless a counter-claim is uncontested, has been established by a declaratory judgement or recognized by Photonfocus. Photonfocus shall not be entitled to include any claims under invoices of Photonfocus shall be payable in their net amounts (without discount) 30 days upon receipt. Photonfocus, irrespective of any terms and conditions of Customer to the contrary, may set off payments first against earlier debts of Customer. If costs and interest have arisen, Photonfocus may set off payments first against costs, then against interest, and finally against the main performance. In case of default, Photonfocus will charge default interest at the then valid Euribor interest rate, but not less than 6 % p.a. Photonfocus reserves the right to assert further claims, in particular any excess damages caused by delay.

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Photonfocus shall be entitled to include all expenses incurred by Photonfocus in the following invoice.
5.1 Defects of Quality

Distributors and other intermediaries shall not be allowed to provide a warranty which goes beyond the warranty contained in this Section 4, neither in their own name nor on behalf of Photonfocus.

Only Photonfocus shall be entitled to accept claims arising from this warranty and provide the corresponding services.

All deliveries shall be examined by Customer immediately after receipt. Any defects shall be notified to Photonfocus in writing within 10 days. Delivery shall be deemed accepted if Customer fails to make such notification. Defects that were not detectable by examination according to the standards in usage for similar products shall be notified to Photonfocus within 5 days after detection failure which the delivery shall be deemed accepted with regards to these defects aswell.

All parts which are discovered to be defective as a consequence of circumstances existing prior to the transfer of risk shall be, at the choice of Photonfocus, repaired or replaced with defect-free parts. Replaced parts become the property of Photonfocus. After consultation with Photonfocus, the Customer shall provide the necessary time and opportunity for the undertaking of the improvements or the replacement of the delivery deemed to be necessary by Photonfocus; otherwise, Photonfocus shall be exempted from the consequences resulting from the defect. The Customer shall only have the right to repair the defect itself or by a third party and to demand reimbursement of the necessary costs from Photonfocus in urgent cases of imperfection of company safety or to avoid disproportionate damage, whereby in such case Photonfocus shall be notified immediately.

From the date resulting from the remedy or replacement delivery, Photonfocus shall bear the costs of the replacement parts and their shipping insofar as the objection is deemed to be justified. The risk of loss of the delivery shall remain with the Customer.

The Customer shall have a right to cancel the contract only if:

Photonfocus does not conform to a reasonable deadline set for it to remedy the defect of quality or to make replacement parts available without success or if two attempts to remedy the defect have been unsuccessful. Should only an immaterial defect exist, then the Customer shall have a right to reduce the purchase price. The right of reduction of the purchase price shall otherwise be precluded.

No warranty shall be given and no liability accepted in the following cases in particular: Interference by a third party, unsuitable or improper use, misuse, defective assembly, handling into operation by the Customer or third parties, normal wear and tear, defective or negligent treatment, improper servicing, unsuitable production equipment and facilities, chemical, electro-chemical or electrical influences and defects caused by the Customer, mechanical or electrical modification, in particular by means of soldering.

Should Customer or a third party improperly undertake remedies, Photonfocus shall not be liable for any consequences resulting therefrom. The same shall apply for changes to the product without the prior approval of Photonfocus.

All claims arising from the warranty for defective products shall become statute-barred after 2 years after delivery to Customer, even if the defect is discovered later. Existing claims are thus caused by the defect of products persist valid, if the defect was notified in accordance with Section 4.1 within 1 year after delivery.

The warranty for repaired or replaced parts shall be renewed upon repair respectively replacement of the defective part. All claims arising from the renewed warranty shall become statute-barred within 6 months after repair respectively replacement.

The warranty shall in any case not exceed the original value of the product.

5.2 Legal Impediment of Title

Should the use of the product cause infringement of any third party's intellectual property rights in Switzerland, Photonfocus shall, at its own costs, obtain the right to continue the use of the product or modify the product in a manner reasonable for the Customer, if the infringement is caused by defective products no longer exists.

Should this not be possible at commercially reasonable terms or within a reasonable time period, the Customer shall be entitled to cancel the contract.

Photonfocus shall also be entitled to cancel the contract pursuant to the stated prerequisites. In addition, Photonfocus shall indemnify the Customer for claims of the respective owner of the protected rights which are non-disputed or determined with final res judicata effect.

Photonfocus obligations shall be conclusive for the case of infringement of intellectual property rights. These shall exist only if:

• the Customer notifies Photonfocus without undue delay of the claimed infringements of intellectual property rights,
• the Customer supports Photonfocus to a reasonable extent with the defense against the claims or enables Photonfocus to undertake the modification measures,
• Photonfocus is reserved the right to all defensive measures including extra-judicial settlements,
• the legal impediment of title is not caused by a instruction of the Customer, and
• the infringement of the right was not caused by the fact that the Customer arbitrarily changed the product or used it in way in not in conformity with the contract.

5.3 Damages caused by Delay and Consequential Damage

As for the rest, all warranty or liability of Photonfocus for damage, including damage caused by delay or consequential damage, shall be excluded as permitted by law. In particular, all warranty and liability of Photonfocus for damage that it does not have to represent shall be excluded.

5.4 Breach of the Trade Compliance Statement

The Customer shall indemnify Photonfocus for any direct or indirect damages arising in consequence of any breach of the Trade Compliance Statement.

6 Software and Documentation

6.1 Use

Insofar as software and / or documentation is included in the scope of a delivery, the Customer shall be granted a non-exclusive right of its use. It shall be provided only for use on the product it was meant for. Use of the software on more than one system shall be prohibited.

The Customer may only copy, modify or translate software or documentation or transfer software and / or documentation in source code to the extent allowed by law. The Customer agrees not to remove manufacturer details - in particular, copyright notations - or to change them without Photonfocus’ prior approval. All other rights on the software and documentation including copyrights shall remain with Photonfocus respectively the software-provider. The grant of sublicenses by Customer is prohibited.

Third-party software which is supplied with Photonfocus products may only be used in conjunction with the intended camera models, frame grabbers or other Photonfocus products supplied.

6.2 Warranty and liability

In deviation from Section 5, the following applies to the software and documentation:

• Software and documentation are provided with all existing defects and to the exclusion of any Photonfocus warranty, or any other warranty, as to functionality, performance or fitness for any particular purpose. Photonfocus also does not warrant that the software is free from third party rights.

• Except in the case of willful misconduct or gross negligence and in the case of legal liability for personal injury or under statutory product liability, any liability of Photonfocus is excluded. In particular, liability for auxiliary obligations for indirect damage, consequential damage and for pure financial loss is excluded.

7 Repair Work

7.1 Scope of Services

Beyond its warranty duty, Photonfocus shall carry out repair work against payment and subject to acceptance of order. If on-site repair is impossible, the transport of the object to be repaired to and from Photonfocus’ premises shall be at Customer’s risk and expense.

7.2 Cost Estimate

On Customer’s request, Photonfocus shall provide a written cost estimate, however, without warranty as to the accurateness of such cost estimate. Any prices stated in a cost estimate shall be plus VAT as applicable at that time.

8 Compliance

8.1 Compliance with Rules and Codes

The Customer agrees to comply with all applicable laws, regulations, rules and codes, including any expressly accepted business codes of practice (collectively called “Rules and Codes”) in the place of contract performance, original country of the products, either party’s business domicile and any other applicable jurisdiction. These Rules and Codes include but are not limited to those related to anti-bribery, anti-corruption, protection of intellectual properties, fair-competition, export control, compliance with applicable local and international foreign trade, customs requirements or any embargo or other sanctions.

Photonfocus shall notify Customer immediately if it expects that a cost estimate will be surpassed by more than 10 %.

8.2 Trade Compliance

By placing the order, the Customer certifies that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, the Customer certifies that it will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions. Customer will immediately notify Photonfocus in writing of any breach of this statement.

Photonfocus shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

8.3 Environmental Protection

Customer agrees to comply with all applicable laws, regulations, rules and codes, including any expressly accepted business codes of practice (collectively called “Rules and Codes”) to any extent that such business codes of practice are compatible with applicable local and international foreign trade and customs requirements or any embargo or other sanctions.

9 Final Provisions

9.1 Severability

In the event that any provision hereof should be ineffective, this shall not affect the validity of the remainder hereof. An ineffective provision shall be deemed replaced by a provision capable of putting into effect the economic aim of such ineffective provision.

9.2 Applicable Law and Venue


All disputes arising out of or in connection with contracts hereunder shall be exclusively resolved by the courts at Photonfocus’ domicile (at present Lachen, Kanton Schwyz). Mandatory jurisdiction shall be reserved. Notwithstanding the foregoing, Photonfocus shall have the right to assert its rights at the domicile of Customer.