

# DISTRIBUTIONSVERTRAG

"**Vertreiber**": Levator AG, Bahnhofstrasse 2, 6052 Hergiswil

"**Lieferant**": Elixir AG, Bleichestrasse 15, 8280 Kreuzlingen

(je einzeln eine "**Partei**", gemeinsam die "**Parteien**")

## PRÄAMBEL

Der Lieferant möchte den Vertreiber als seinen exklusiven Vertriebspartner für die Vermarktung und den Vertrieb der Vertragsprodukte im Vertragsgebiet (beide wie unten definiert) beauftragen, und der Vertreiber möchte die Vertragsprodukte im Vertragsgebiet gemäss den Bedingungen dieses Vertrags (der "**Vertrag**") vermarkten und vertreiben.

## 1 DEFINITIONEN

Xx xxxxxx Xxxxxxxx xxxxx xxx xxxxxxxxxxxxxxxx Xxxxxx, Xxxxxxxx xxxx Xxxxxxxx xxx xxxxxxxx Xxxxxxxx:

"**Xxxxxxxx Xxxxxx**" xxxxxxxx xx Xxxxx xxx xxxx Xxxxxxxx Xxxxxxxx xxxx Xxxx xxxxx, Xxxxxx XX xxxx Xxxxxx XX (xx xxxx Xxxxxxxx), xxx Xxxxxx, xxx xxx xxxxxxxxxx Xxxxxxxx Xxxxxxxx xxxxxxxx;

"**Xxxxxxxx**" xxxxxxxx xxx Xxxxxxx, xxx Xxxxxxxx xxxx xxx Xxxxxxxx xx xxxxx Xxxxxxx xxxxx xxxx xx Xxxxxxxx xxxxx Xxxxxxxx xxxxx Xxxxxx; xxxx Xxxxxx, Xxxxxxxx xxxx Xxxxxxxx xxxxx Xxxxxx xxx, xxxxx xxxx xx xxxx xxxxxx Xxxxxxxx, xxx xxxxxx Xxxxxxxx xxxx xxxx xxxxxx Xxxxxx; xxxx xxxx Xxxxxxxx xxx Xxxxxxxx xxxx xxxxxxxxxxxxxxxx Xxxxxxxx xxxx xxxxxxxxxxxxxx Xxxxxxxx xxx xxxx xxx xxxxxx Xxxxxxx (50%) xxx xxxxxxxxxxxxxxxx Xxxxxxxx xxxxx Xxxxxx xx xxxxx xxxx xxxxxxxx xxxxxxxxxx Xxxxxxxx;

"XXXXXXXXXXXXXXXXXXXX" xxxxxxxx xxxx Xxxxxx, XXXXXXXXXXXXX, XXXXXXXXXXXXX xxx xxx  
xxxxxx

xxxxxxxx Xxxxxx- xxx XXXXXXXXXXXXXXXXXXXX xxx XXXXXXXXXXXX xx xxx XXXXXXXXXXXXXXXXXXXX;

"XXXXXXXXXXXX XXXXX" xxxxxxxx xx Xxxxx xxx xxx XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX xxx  
Xxxx xxxxx, XXXXXX XX xxx XXXXXXX XX (xx xxx XXXXXXXXXXXXX), xxx Xxxxx, xxx xxx  
XXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX xxxxxxxxx;

"XXXXXXX" xxxxxxxx XXXXXXXXXXXXXXXXXXXX xxx XXXXXXXXXXXXXXXXXXXX XXXXXX xxx xxx XXXXXX  
XXXXXXXXXX/XXXXXX xxx XXXXX XXXX XXXXX, xxx XXXXXXXXXXXXX;

"XXXXXXXXXXXX XXXXXXX" xxxxxxxx xx Xxxxx xxx xxx XXXXXX xxx XXXXXX, xxx xxx  
XXXXXXXXXXXXXXXX, xxx xxx XXXXXXXXXXXXXXX xxx xxx xxxxx XXXXXXXXXXXXXXX XXXXXXXXXXX xxx xxx  
xxxxx;

"XXXXXXXXXXXXXXXXXXXX" xxxxxxxx XXXXXXX;

"XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXX" xxxxxxxx xxxxx-XXXXXXXXXXXX XXXXXXXXXXXXXXX xxx xxx  
XXXXXXXXXXXXXXXX XXXXXX xxx/xxxx xxx xxx XXXXXXXXXXXXXXX XXXXXXX, xxx xxx XXXXXXXXXXXXXXX  
XXXXXX xxx/xxxx xxxxx xxxxx XXXXXXXXXXX xxxxxxxx xxx xxxXXXXXXXXXXXX xxx xxx xxxxxx XXXXX  
XXXXXXXXXXXX xxxxxx xxxxxx xxx xxxxxx, xxxXXXXXXXXXXXXXXXX xxx xxx XXXXXXXXXXXXXXX xxxxx  
XXXXXXXXXXXXXXXX xxx Xxxxx xxx xxxxxx XXXXXXX, xxx XXXXXXX xxx xxx xxxxx XXXXXXXXXXXXXXX  
XXXXXXXXXX, xxxxx XXXXXXXXXXXXXXXXXXXXXXX, XXXX-xxx, XXXXXXXXXXX, XXXXXXXXXXX, XXXXX,  
XXXXXXXX, XXXXXXXXXXXXXXXXXXXXXXX xx xxxXXXXXXXX xxx xxxXXXXXXXXXXXXXXXXXXXX XXXX, XXXXXXXXXXX,  
XXXXXXXXXXXX xxx xxxXXXXXXXXXXXX XXXXXXXXXXXXXXX, XXXXXXXXXXX- xxx XXXXXXXXXXXXXXX xxx -  
XXXXXXXXXXXX, XXXXXXX xxx XXXXXXXXXXXXXXX xxx XXXXXXX, XXXXXX xxx/xxxx XXXXXXXXXXX  
(XXXXXXXXXXXXXXXX xxxxx XXXXX), XXXXXXX, XXXXX, xx xxx xxx xxxXXXXXXXX XXXX xxxXXXXXXXX  
xxxx xxxxx, xxx xxxxxx XXXXXXXXXXXXXXX, xxx xxx XXXXXXXXXXXXXXX XXXXXX xxx xxx  
XXXXXXXXXXXX XXXXXXX xxx xxxXXXXXXXXXXXX xxx xxxXXXXXXXXXXXX XXXXXXXXXXXXXXX xxxxxxxxxx xxx  
xxx xxx xxxXXXXXXXXXXXX xxxXXXXXXXX xxx xxxXXXXXXXXXXXX xxxxxx, xxx xxx xxx XXXXXXXXXXXXXXX  
XXXXXX xxxXXXXXXXX xxxxxx xxx xxx xxxXXXXXXXXXXXX XXXXX xxx xxx xxxXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXX xxx, XXXXXXXXXXXXXXXX xxxxxx, xxx xxx XXXXXXX "XXXXXXXXXXXX  
XXXXXXXXXXXX" xxxxx XXXXXXXXXXXXXXX xxxxxxx, xxx xxx XXXXXXXXXXXXXXX XXXXXX xxxXXXXXXXX  
xxxx, xxx xxx (x) xxx XXXXXXX xxx XXXXXXXXXXX xxx xxx XXXXXXXXXXXXXXX XXXXXX xxxxxxx  
XXXXXXXXXXXX xxxxxx xxxxx, (xx) xx xxx xxxXXXXXXXXXXXX XXXXXXX xxxxxx xxx xxx xxx  
XXXXXXXXXXXX xxx XXXXXXXXXXXXXXX xx xxx XXXXXXXXXXXXXXX XXXXXX xxx xxxxx xxxxxx XXXXX xxx xxxxx  
XXXXXXXX xxx XXXXXXXXXXXXXXX, xxx xxx XXXXXXXXXXXXXXX XXXXXX xxx xxxxxx XXXXXXXXXXX  
XXXXXXXXXXXX xxx, xxxXXXXXXXX xxxxxxx xxxxxx, (xxx) xxx XXXXXXXXXXXXXXX XXXXXX xxx xxx

XXXXXXXXXXXXX XXXXXX XXXXXX XXXX XXXXXXXXXXXXX- XXXX XXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXX XXXXXX XXX XXXX XXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXX XXXXXXXXXXXXXXX XXXXXXX  
XXXXXXXXXX XXXX, XXXX (XX) XXX XXX XXXXXXXXXXXXXXX XXXXXXX XX XXXXX XXXXXXX XXX XXXXX XXXXXXX  
XXXXXXXXXX XXXXXXX, XXX XXXXXXXXXXXXXXX XXX, XXX XX XXXXXXX XXX XXXXXXXXXXXXXXX, XXXX XXXX XXXXXXX  
XXXXXX XXXX XXXXXXXXXXXXXXX- XXXX XXXXXXXXXXXXXXXXXXXXXXX XXXXXXX, XXXXXXXXXXX XXXXX, XX  
XXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXX XXXXXXX XXXXXXXXXXXXXXX XXX XXX;

"XXXXXXXXXX" XXXXXXXX XX XXXX XXX XXXX XXXXXXX, XXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX,  
XXXXXXXXXXXXX, XXXXXXX XXX/XXXX XXXXXXXXXXXXXXX.

## 2 GEWÄHRUNG DES RECHTS ZUM VERTRIEB VON VERTRAGSPRODUKTEN

- (a) **Vertriebsrecht** XXX XXXXXXXXXXX XXXXXXX XXXXXXX XXX  
XXXXXXXXXXXX XXXXXXX XXX XXXXX, XXX XXXXXXXXXXXXXXXXXXXX XX XXXXXXXXXXXXXXXX XX  
XXXXXXXXXXXX.
- (b) **Bezeichnung als Alleinvertreiber** XXX XXXXXXXXXXX XXX XXXXXXXXXXX, XXXX XXX  
XXXXXXXXXXXXXXXXXXXX XXX XXX XXXXXXXXXXXXXXXXXXXX XX XXXXXXXXXXXXXXXX XX  
XXXXXXXXXXXX.
- (c) **Vertrieb auf eigene Rechnung** XXX XXXXXXXXXXX XXXXX XXX XXXXXXX XXX  
XXXXXXXXXXXXXXXXXXXX XX XXXXXXX XXXXX XXX XXXXXXX XXXXXXX.
- (d) **Status** XXX XXXXXXXXXXX XXX XXX XXXXX XXX XXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXX.  
XXX XXXXXXXXXXX XXXX XXXXX XXX XXXXX, XXXXXXXXXXX, XXXXXXXXXXX XXXX XXXXXXX  
XXX XXXXXXXXXXXXXXX.

## 3 VERTRIEB DER VERTRAGSPRODUKTE

### 3.1 Verpflichtungen des Vertreibers

- (a) **Bemühungen um Förderung von Vertragsprodukten** XXX XXXXXXXXXXX  
XXXXXX XXXX XXXXX, XXX XXXXXXX XXX XXX XXXXXXXXXXX XXX XXXXXXXXXXXXXXXXXXX  
XX XXX XXXXXXXXXXXXXXXX XX XXXXXXX.
- (b) **Information über Marktbedingungen** XXX XXXXXXXXXXX XXXXXXX XXX  
XXXXXXXXXXXX XXXX XXX XXXXXXXXXXXXXXXXXXXX XX XXXXXXXXXXXXXXXX, XXX  
XXXXXXXXXXXXXXXXXXXX XXX XXX XXXXXXXXXXXXXXX, XXXXX XXX XXX XXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXX XXXX.
- (c) **Lagerbestand** XXX XXXXXXXXXXX XXXXXXX XXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX  
XX XXXXXXXXXXXXXXXXXXX, XX XXX XXXXXXX XXXXXXX XX XXXXX.
- (d) **After-Sale-Service** XXX XXXXXXXXXXX XXXXXXXXXXXXXXX XXXX, XXXXX XXXXXXX XXXXX  
XXXXX-XXXXX-XXXXXX (XXXXXXXXXXXXXXXX XXXXXXX) XX XXXXX XXX XXX  
XXXXXXXXXXXXXXXXXXXX XXXXXXX XXX XXXXXXXXXXXXXXX XXX XXXXXXXXXXXXXXX XXXXXXX.





## 5 KAUF VON VERTRAGSPRODUKTEN DURCH DEN VERTREIBER

### 5.1 Bestellungen von Vertragsprodukten

**Verfahren** Xxx XXXXXXXXXXXX xxx XXXXXXXXXXXXXXXXXXXX xxxxx xxx XXXXXXXXXXXX xxxxxxxx xxx  
xxxxx: Xxx XXXXXXXXXXXXXXXX xxxxxxx xxxxx xxxx xxxxxxxxxxxxxxxx XXXXXXXXXXXX xx xxx XXXXXXXXXXXXXXXX  
XXXXXXXXXX. XXXX xxxxxxx XXXXXXXXXXXX xxxxxxxxxxxxxx xxx XXXXX xx XXXXXXXXXXXX, xxx xxxxxxxx  
xxxxxxx. XXXX xxxxxxx XXXXXXXXXXXX xxxxx xxxxxxxx xxx xxxxxx XXXXXXXXXXXX xxx xxx xxx xxx  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

### 5.2 Erwerbspreise

Xxx XXXXXXXXXXXX xxxxxxx xxx XXXXXXXXXXXXXXXXXXXX xxx XXXXXXXXXXXX xx Xxx XXXXX xxxxxxxxxxxxxx  
xxx XXXXXXXXXXXXXXXX xxx XXXXXXXXXXXXXXX

### 5.3 Zahlungsfrist

Xxx XXXXXXXXXXXX xxxxxxx xxx xxx xxx XXXXXXXXXXXX xx XXXXXXXX xxxxxxxxxxxxxx XXXXXXXXXXXXXXXX  
xxx xxx XXXXXXXXXXXXXXXXXXXX xxxxxxxxxxx xxx 30 XXXXX.

### 5.4 Änderungen der Vertragsprodukte

- (a) **Vertragsproduktänderungen** XXXXXXXXXXXXXXXX xxx xx  
XXXXXX 4.3 xxxxxxxxxxxxxx XXXXXXXXXXXXXXXXXXXXXXXX xxxxx xxx XXXXXXXX xxx  
XXXXXXXXXXXXXXXXXXXXX xxxxxxx xxxx xxxxxxxx xxxxx xxxx XXXXXXXX xxxxxxxxxxxx.  
XXXXXXXXXXXX xx xxx XXXXXXXXXXXXXXXXXXXX xxx XXXXXXXXXXXXXXXXXXXX xxxxxxx xxxxxxx xxx  
XXXXXXXXXX xxx XXXXXXXX xxxxxx xxxxxxxxxxxxxxxxxxxx.
- (b) **Angebot an den Vertreter** XXXXXXX xxxx xxxxxxx xxx XXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX xxxxx xxxxx xx xxxx XXXXXXXX xxx, xx xxxxxxx xx xxx  
XXXXXXXXXXXX xxx XXXXXXXX xxxxxxx XXXXXXXX xx XXXXXXXXXXXXXXXX xxxxxxxxxxxxxxx  
xx. Xxx XXXXXXXX xxxxxx xxx XXXXXXXXXXXX xx xxxx xxx xxxxxxx xxx, xx xx xxx  
XXXXXXXX xxx xxxxxxxxxxx, xxxxxxxxxxx xxxx xxxxxx XXXXXXXX xxxxxxxxxxx.
- (c) **Ablehnung durch den Vertreter** XXXXX xxx XXXXXXXX xxx XXXXXXXX xxx  
xxxxx XXXXXXXXXXXXXXXXXXXX xx, xxxx xx xxx xxxxxxxxxxxxxx XXXXXXX xxxxxxx xxx  
XXXXXXXXXXXXXXXX xxx xxx xxxxxxxxxxx XXXXXXXXXXXXXXXXXXXXXXXX xxxxxx xxx  
XXXXXXXXXXXXXXXX XXXXXXXX xxxxxxx XXXXXXXXXXXX xxxxxxxx. Xxx XXXXXXXX xxxxxx  
xxx XXXXXXXXXXX xxxxxxx xxxxxxxxxxx 60 XXXX xxxx XXXXXXX xxx XXXXXXXXXXX xxx  
XXXXXXXXXXXX.

### 5.5 Gewährleistung

- (a) **Garantie für Mängel** Xxx XXXXXXXX xxxxxxxxxxx, xxxxx xxx XXXXXXXXXXXXXXXXXXXX  
xxxx xxx XXXXXXXX- xxx XXXXXXXXXXXXXXXXXXXXXXXX xxxxx. Xxx XXXXXXXXXXXXXXXX

xxxxxxx 12 Xxxxxx xx Xxxxxx xxx Xxxxxxxxxxxxxxxxxxxxxx xxxxx xxx Xxxxxxxxxx.  
Xxxxxxxxx xxxxxx Xxxxx xxx xxx Xxxxxxxxxxxxx xxxxxxxxxxx, xxxxxxxxxxx Xxxxxx  
xxxxxxxxxxx xx xxxxx. Xxxxx Xxxxxxxxxxxxx xxxxxxx xxxxxxxxxxxxxxxxxxx xxx  
Xxxxxxxxxxxxxxxx xxx Xxxxxxxxxxxxxx (xxx Xxxxxx), xxx Xxxxxxxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxx xx xxxxxx xxx xxxxxxxxxxx Xxxxxx xxx Xxxxxxxxxxxxxx (xxx  
Xxxxxxxxxx) xxxxxx Xxxxxxxx 201 XX xxxxxx xx xxxxxx.

(b) **Rechtsbehelfe** Xxxx xxx Xxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxx, xxxxx xxx Xxxxxxxxxxxxx  
xxxx Xxxx:

- (i) xxxxxxxx xxx xxxxxxxxxxx Xxxxxxxxxxxx xxx Xxxxxxxxxxxxxxxxxxxxx xxx xxx  
xxxxxxxxxxxx Xxxxxxxxxxxxxxxx xxx xxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxxxxxx  
xxxxxxxxxxx; xxx/xxxx
- (ii) xxxxx xxx Xxxxxxxxxxxxx xxxxxxxxxxxxxxxxxx Xxxxx xxx Xxxxxxxxxxxx xxxxxx;  
xxx/xxxx
- (iii) xxx xxxxxxxxxxxxxxxxxx Xxxxxxxxxxxxx xxxxxx xxxxxxxxxxx xxx xxxxxx xxxxxx  
Xxxxxxxxx xxxxxxxxxxx xxxxxx, xxx Xxxxxx xxx Xxxxxx xxx Xxxxxxxxxxxxxx;  
xxx/xxxx
- (iv) xxx Xxxx xxx. xxx Xxxxxxxxxxxxx xxxxxxxxxxx xxxxxx (xxx Xxxxxxxxxxxxxxxxx  
xxx Xxxxxxxxxxxxx).

## 6 SCHADLOSHALTUNG

(a) **Ansprüche Dritter gegen den Vertreiber** Xxx Xxxxxxxxx xxx xxx  
Xxxxxxxxxxxxx, xxxxx Xxxxxxxxxxxxx Xxxxxxxxx xxx/xxxx xxxxx Xxxxxxxxx xxxxxxxx  
xxx Xxxxxxxxxxxx Xxxxxxxx, xxxxxxxxxxxxxxxxxxx xxxxx Xxxxxx,  
Xxxxxxxxxxxxxxxxxxxxxxxxx, Xxxxxxxx, Xxxxxxxxx, Xxxxxxxxx xxxx Xxxxxxxxx  
(xxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxx, Xxxxxx xxx Xxxxxxxxx), xxx  
xxxx xxx Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxx xxxxxx xxxxxx Xxxxxxxxx xxxxxxxx  
Xxxxxxxxxxxxx, Xxxxxxxxxxxxxxxxx xxx Xxxxxxxxxxxxxxxx xxx Xxxxxxxxxxxxx, xxxxxx  
Xxxxxxxxxxxxx Xxxxxxxxx xxx/xxxx xxxxxx Xxxxxxxxx xxxxxxx xxx xxxxxx xxxxxx  
xxxxxxxxxxxx xxxxxx. Xxx xx xxxxxx Xxxxxx 6 xxxxxxxxxxx  
Xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxx xxxxxxxxxxx xxx xxxxxxxxxxx Xxxxxxxxxxxxx xxx  
Xxxxxxxxxxxxx.

(b) **Verfahren** Xxx Xxxxxxxxxxxxx xxxxxxxxxxx xxx Xxxxxxxxxxxxx xx xxxxxx xxx  
xxxxxxxx xxx xxxxxx Xxxxxxxxx xxxxxx xxx xxxxxxxxxxxxxxx Xxxxxx (a). Xxx  
Xxxxxxxxxxxxx xxx xxx Xxxxxx, xxx Xxxxxxxxxxxxxxx xx xxxxxxxxxxx xxx xx xxxxxx,  
xxx Xxxxxxxxxxxxxxxx xx xxxxxx xxx xxx Xxxxxxxxx xxxxxx xxxxxx Xxxxxxxxx xxx  
xxxxxxxx. Xxx Xxxxxxxxx xxx xxxxxxxxxxx, xxx xxxxxx Xxxxxx xx xxxxxx  
Xxxxxxxxx xxxxxxxxxxx. Xxx Xxxxxxxxx xxxxxx xxx xxx Xxxxxxxxxxxxx xxxxxx  
xxxxxxxx Xxxxxxxxx xxx xxxxxx Xxxxxx xxxxxxxxxxxxxxxxxxx, xxx xxxxxx Xxxxxx  
xxxxx xxxxxxxxxxx Xxxxxxxxx xxxxxx xxxxxxxxxxx Xxxxxx, xxx xxx xxx xxxxxx  
Xxxxxx xxxxxxx xxxxxx. Xxxxxxxxxxxxx xxx xxx Xxxxxxxxxxxxx, xxxxxx xxxxxxx  
Xxxxxxxxx xxxxxx xx xxxxxxxxxxx xxxxxx xx xxxxxxxxxxx, xx xxx xxx Xxxxxxxxx xxx  
Xxxxx, xxx Xxxxxxxxxxxxxxxx xxxxxx Xxxxxxxxx xxx xxxxxxxxxxx xxx, xxx Xxxxxxxxx

xxx xxx xxxxxxxxxxx xxxxxxxxxxxxxxxx xxxxxxxxxxx xxx xxxxxxxxxxx xxx  
xxxxxxxxxxx (xxxx xxxxxxxxxxx xxx xxxxxx xxxxxxxxxxx xxxxxxxxxxx xxxxxx).

## 7 VERTRAULICHKEIT

### 7.1 Vertraulichkeitsverpflichtungen

(a) **Umgang mit Vertraulichen Informationen** xxx xxxxxxxxxxx xxxxxx  
xxxxxxxxxxxxxxx xxxx:

- (i) xxxxxxxxxxx xxxxxxxxxxx xxx xxxxxxxxxxx xx xxxxxxxxxx xxx xxxxxx  
xxxxxxx xx xxxxxx;
- (ii) xxxxxx xxxxxxxxxxx xxxxxxxxxxx xxxxxxx xxx xxxxxxxxxx xx xxxxxx  
xxxxxxxxxxxxxxx;
- (iii) xxx xxxxxxxxxxx xxxxxxxxxxx xxxxxxxxxxxxxxxxxx xxx xxxxxx xxx  
xxxxxxxxxxx xxxxxx xxxxxxxxxxxxxxxxxx xxx xxxxxx xxxxxxx xx xxxxxxxxxx  
xxx xxxxxx xx xxxxxx, xxx xxx xxxxxxxxxxx xxxxxxxxxx xxx xxxxxx;
- (iv) xxx xxxxxxxxxxx xxx xxxxxxxxxxx xxxxxxxxxxx xxx xxxxxxxxxxx  
xxxxxxx xxxxxxxxxxx xx xxxxxxxxxxx, xxx xxxxxx xxxxxxxxxxx xxx xxxxxx  
xxx xxxxxxxxxx xxxxxx xxxxxxxxxxxxxxxxxx xxx xxxxxx xxxxxxx xxxxxxx  
xxxxxxx;
- (v) xxx xxx xxxxxxxxxx xxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxx  
xxx xxx/xxxx xxx xxxxxxxxxxx xxxxxxxxxxxxxxxxxx xxxxxxx xx xxxxxx xxx xx  
xxxxxxx;
- (vi) xxx xxxxxxxxxxx xxxxxxxxxxxxxxxxxxx xxx -xxxxxxxxxxx xx xxxxxx xxx  
xxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxx xxxxxxxxxxx, xxxxxxxxxxx xxxxxxxxxxx xxx  
xxxxxxxxxxxxxxxxxxx xxxxxxxxxxx xx xxxxxxxxxx, xx xxx xxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxxxxx xxx xxxxxxxxxxx xxxxxxx xxx xxxxxxxxxxx xxxxxxxxxxx  
xx xxxxxxxxxx xxxxxx xxxxxx xx xxxxxx, xxx xxx xxxxxxxxxxx xxxxxxxxxx xxx  
xxxxxxx.

(b) **Dauer** xxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxx xxxxxxxxxx  
xxxxxxxxxxxxxxxxxxx xxx xxxxxx xxx xxxxxxxxxxxxxxxxxxx xxxxxx xxx xxxxxxxxxx  
xxxxxxxxxxxxxxxxxxx xxx xxxxxx xxxxxxxxxxxxxxxxxx xxxxxx.

### 7.2 Rechtlich zwingende Offenlegung

(a) **Ausnahme im Fall von rechtlich zwingender Offenlegung** xxx xx  
xxxxxxxx 7.1 xxxxxxxxxxx xxxxxxxxxxxxxxxxxx, xxxxxxxxxxx xxx  
xxxxxxxxxxxxxxxxxxx xxxxxxx xxxxxx xxx xxxxxxxxxxx xxxxxxxxxxx, xx xxxxxx  
xxxxxxxxxxxxxxx xxx xxxxxxxxxxx xxxxxxx xxxxxx xxxxxxxxxxx xxxxxxxxxxx  
xxxxxxxxxxxxxxx xxxxxx, xxxxxxxxxxxxxxxxxx, xxxxxx xxx xxxxxxxxxxx xxxxxxx xxx  
xxxxxxxxxxxxxxxx xxxxxxx xxxxxxxxxxx xxx xxx xxxxxxxxxxx xxxxxxxxxxx xxx,  
xxxxxxx xxx xxxxxxxxxxx xxxxxxx xxxxxxxxxxx xxxxxxxxxxx xxxxxxxxxxx xxxxxx. xxx



XXXXXXXXXXXX XXXXXX XXXX XXXX XX XXXXXXXXXXXX XXXXX XXXXXXX, XXX  
XXXXXXXXXXXX XXXXXX XXX XXXXXXX XXXXXXXXXXXX XX XXXXXXXXXXXXXXX.

- (b) **Einschränkungen für rechtlich zwingende Offenlegung** XX XXXXX XXXX  
XXXX XXX XXXXXXXXXXXX XXXXXXX XXX/XXXX XXXX XXXXXXXXXXX XXXX XXXXXXXXXXX  
XXXXXXXXXX XXXXXXXXXXXXXXX XXX XXX XXXX XXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX  
XXXXXXXXXXXX, XXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXXXX XXXX, XXXXXXXXXXX XXX  
XXXXXXXXXXXXXXXX XXXXXXXXXXX XXX XX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX  
XXXXXXXXXXXX.

### 7.3 Eigentum und Rückgabe der Vertraulichen Informationen

- (a) **Eigentum an Vertraulichen Informationen** XX XXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXX XXXX XXXXXXXXXXXXXXXXXXXX XXXXXXX XXX XXXXXXXXXXXXXXX XXXXXXX  
XXX/XXXX XXXXX XXXXXXXXXXX XXXXXXX.
- (b) **Rückgabe von Vertraulichen Informationen** XXXX XXX XXX XXXXXXXXXXXXXXX  
XXXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX, XXXXXXXXXXXXXXX XXXXX  
XXXXXX, XXXXXXX, XXXXXXX XXXX XXXXXXXXXXX XXXXXXX, XXX XXX XXX  
XXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXXXX XXXX XXXX XXXXXXXXXXX XXXXXXX, XXXXXXX  
XXX XXX XXXXXXXXXXX XXXXXXX XXX XXXX XXXXXXXXXXX XXX XXXXXXXXXXX  
XXXXXXX XXX XXXXXXXXXXXXXXX XXXXXXX XXX/XXXX XXXXXXXXXXX XXXXXXX XXXXXXX  
XXXXXXXXXXXXXXXX XXXX XXXXXXXXXXX.

## 8 KONKURRENZVERBOT

- (a) **Kein Vertrieb von konkurrierenden Produkten** XX XXXXXXX XXXXXXXXXXX  
XXXX XXXXXXX XXX XXXXXXXXXXX XXXXXXX XX XXXXXXXXXXXXXXX, XXX XXX XXX  
XXXXXXXXXXXXXXXXXXXX XXX XXXXXXXXXXX XXXXXXX XXXXXXX XXXXXXX XX XXXXXXXXXXX  
XXXX XXX XX XXXXXXXXXXX XXXXXXX XXXXXXX.

## 9 KONVENTIONALSTRAFE

### 9.1 Verstoss gegen die Vertraulichkeitsverpflichtungen durch die Empfangende Partei

- (a) **Betrag der Konventionalstrafe** XXXXXXXXXXX XXX XXXXXXXXXXX XXXXXXX XXXXX  
XXX XX XXXXXX 7.1 (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX) XXXXXXX  
XXXXXXXXXXXXXXXX, XXXXXXX XXX XXX XXXXXXXXXXX XXXXXXX XXX XXXXXXX  
XXX XXX 25'000. XX XXXXXXXXXXX XXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXX  
XXXXXXXXXXXX XXXXXXX XXXXX XXX XXX XXXXXXXXXXX XXXXXXX XXXXXXXXXXXXXXX.
- (b) **Weitere Schadenersatzforderungen** XXXXXXXXXXXXXXXXXXXXXXX, XXX XXXXX  
XXXXXXXXXXXX XXXXXXXXXXX, XXXXXXX XXXXXXXXXXXXXXX XXXXXXXXXXX.
- (c) **Kein Ausschluss von weiteren Ansprüchen und Rechtsbehelfen** XX  
XXXXXXXXXXXX XXXXXXX XXXXXXXXXXX XXXXXXX XXX XXXXXXXXXXX, XXX XXX XXXXXXX

Xxxxxxxxx xxx Xxxxxxxx xxx XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX xxx xxx  
XXXXXXXX xxx xxx Xxxxx 7 xxxxxxx XXXXXXXXXXXXXXX xxx  
XXXXXXXXXXXX XXXXX, xxx XXXXXXXXXXX XXXXXXX xxx xxx  
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXX XXXXXXX XXXXXXX, xxx xxx XXXXX  
xxxx XXXXXXX XXXXXXXXXXXXXXX xxx XXXXXXXXXXX xxx, xxx xxx xxx  
XXXXXXXXXXXX XXXXX xx XXXXXXXXXXX XXXXXXXXXXXXXXX- xxx  
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXX xxx, xxx xxx xxx XXXXXXXXXXX XXXXXXX  
xxx XXXXXXXXXXX XXXXXXX XXXXXXX, xxx xxx xxx XXXXX XXXXX xxx  
XXXXXXXXXXXX xx XXXXXXXXXXX, xxx xx XXXXX XXXXX XXXXXXX xxx xxx  
XXXXXXXX XXXX XXXXXXXXXXX xxx.

## 9.2 Verstoss gegen das Konkurrenzverbot durch den Lieferanten

- (a) **Betrag der Konventionalstrafe** Xxx xxx XXXXXXX xxx xxx xx  
XXXXXX 8 (XXXXXXXXXXXXXXXX) XXXXXXX XXXXXXXXXXXXXXX, XXXXXXX xxx  
XXXXXXXX xxx XXXXXXXXXXX xxx XXXXXXX xxx XXX 120'000. Xxx XXXXXXX  
xxxx XXXXXXX XXXXXXX xxx XXXXXXXXXXX xxx xxx xxx XXXXXXX  
xxxx XXXXXXXXXXXXXXX.
- (b) **Weitere Schadenersatzforderungen** XXXXXXXXXXXXXXXXXXXXXXX, xxx xxx  
XXXXXXXX XXXXXXXXXXX, xxx XXXXXXXXXXX XXXXXXXXXXX.
- (c) **Kein Ausschluss von weiteren Ansprüchen und Rechtsbehelfen** Xxx  
XXXXXXXX XXXXXXX xxx XXXXXXX, xxx xxx XXXXXXX xxx xxx xx  
XXXXXX 8 XXXXXXX XXXXXXXXXXXXXXX xxx XXXXXXX xxx XXXXXXX  
XXXXXXXX XXXXXXXXXXX XXXXXXX XXXXXXX, xxx xxx XXXXX XXXXX  
XXXXXXXX XXXXXXXXXXXXXXX xxx XXXXXXXXXXX xxx, xxx xxx xxx XXXXXXX  
xx XXXXXXXXXXX XXXXXXXXXXX- xxx XXXXXXXXXXXXXXXXXXX XXXXXXXXXXX xxx,  
xxx xxx xxx XXXXXXXXXXX XXXXXXX xxx XXXXXXXXXXX XXXXXXX XXXXXXX,  
xxx xxx xxx XXXXX xxx XXXXXXXXXXX xx XXXXXXXXXXX, xxx xx XXXXX  
xxxx XXXXXXX xxx xxx XXXXXXXXXXX XXXX XXXXXXXXXXX xxx.

## 10 VERTRAGSDAUER UND BEENDIGUNG

### 10.1 Vertragsdauer

XXXXXX XXXXXXX XXXXXXX xx 01. Xxx 2023 (xxx "XXXXXXXXXXXX") xxx xxx xxx  
XXXXXX xxx 12 XXXXXXX (xxx "XXXXXXXXXXXX"), xxx XXXXXXXXXXXXXXX XXXXXXXXXXX xxx  
XXXXXXXXXXXXXXXXXXXX XXXXXXX xxx XXXXXXX 12 XXXXXXX (XXXXXXXX xxx  
"XXXXXXXXXXXXXXXXXXXX") XXXXXXXXXXX, xxx xxx XXXXX xxx xxx XXXXXXX xxx  
xxxx XXXX xxx 6 XXXXXXX xxx xxx XXXX xxx XXXXXXXXXXXXXXX xxx xxx xxx XXXX xxx  
xxxx XXXXXXXXXXXXXXXXXXX (xxx XXXXXXXXXXXXXXX xxx xxx XXXXXXXXXXXXXXXXXXXXXXX  
xxx "XXXXXXXXXXXX") XXXXXXXXXXX xxx.

## 10.2 Vorzeitige Beendigung des Vertrags

- (a) **Gründe** XXXXXX XXXXXXXX XXXX XXX XXXXXX XXX XXXXXXXXXXXXXXXX XXX XXXXX  
XXXXXXXX XXXXXX:
- (i) XXX XXXXXXXXXXXX XXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXX XXX XXXXXXXXXXXX  
XXXXXXXX, XX XXX XX XXXXXX 5.4 (XXXXXXXXXX XXX XXXXXXXXXXX XXXXX  
XXXXXXXXXXXXXXXXXXXX) XXXXXXXXXXX XXXXXX
- (ii) XXX XXXXX XXXXXX XXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXX XXX XXXXXXXXXXXX  
XXXXXXXX, XXXX XXX XXXXXX XXXXXX XXXX XXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXX  
XXXX XXXXXXXXXXXXXXXXXXXX XXXX, XXXXXXXXXXX XXXX XXXXXXXXXXX XXXX, XXXXX  
XXXXXXXX XXX XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXX XXXX XXXXXXXXXXX XXXX XXX  
XXXXXXXXXX XXXXXXXXXXX, XXX XXX XXX XXXX XXXX XXX XXXXXXXXXXX XXXXX,  
XXXXXXXX XXXX XXXXX XXX XXXXXXXXXXX XXXXX
- (iii) XXX XXXXX XXXXXX XXXXX XXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXX XXX XXXXXXXXXXXX  
XXXXXXXX, XX XXXXX XXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXX XXXXX XXX  
XXXXXXXX XXXXXX, XXX XXXXX XXXXXXXXXXX XXX 15 XXXXX XXXXXXX XXXX (XXXX  
XXXXX XX XXXXXXX XXX);
- (iv) XXX XXXXX XXXXXX XXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXX XXX XXXXXXXXXXXX  
XXXXXXXX, XX XXXXX XXXXX XXXXXXXXXXXXXXXXXXXX, XXX XXX XXXXXX XXXXXX  
XXXXXXXX.

## 10.3 Folgen der Vertragsbeendigung oder des Ablaufs der Vertragsdauer

- (a) **Einstellen von Vertriebstätigkeiten** XXXX XXXXXXXXXXXXXXXXXXXX XXXX XXXXXX  
XXX XXXXXXXXXXXXXXXX XXX XXXXXXXXXXXXXXXX XXX XXXX XXXXXX  
XXXXXXXX 10.3 XXXXXXXXXXXX XXXXXXXXXXX XXXXXX XXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXX  
XXX XXXXXXXXXXXXXXXXXXXX XX XXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXX.
- (b) **Ausstehende Verkäufe** XXXXXXXXXXXX XXXXXXXXXXX XXX XXXXXXXXXXXXXXXXXXXX, XXX  
XXX XXXXXXXXXXX XXX XXXXXXXXXXXXXXXXXXXXXXX XXXX XXXXXX XXX XXXXXXXXXXXXXXX  
XXXXXXXX XXX. XXXXXXX XXXXXX XXXX, XXXXXX XXXXXX XXX XXXXXXXXXXX XXX  
XXXXXXXX XXXXXX XXX XXXXXX XXXXXXXXXXX XXX XXX XXXXXXXXXXX XX XXXXXXX  
XXXXXXXX. XXX XXXXXXXXXXX XXXXXXX XXX XXXXXXXXXXX XXX XXX XXXXXXXXXXX  
XXXXXXXX XXXXXXXXXXX, XXXXXXXXXXX XXX XX XXXXXXXXXXX XXX XXXXX XXXXXXXXXXX  
XXXXXXXXXXXXXXXX XXXXXXXXXXX XXXXXX.
- (c) **Zulässige Vertriebsaktivitäten** XXX XXXXXXXXXXX XXX XXXXXXXXXXX, XXXXX  
XXXXXXXXXXXX XXXXXXXXXXX XX XXXXXXXXXXXXXXXXXXXXXXX XXXX XXXXXXXXXXXXXXXXXXXXXXX XXXX  
XXXXXXXX XXX XXXXXXXXXXXXXXX XX XXXXXXXXXXX XXX XXXXXXXXXXX, XXXX XXX XXXXXXXXXXX  
XXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXX XXXXXX XXXXXXXXXXXXXXX XXXXXX (X) XXXXX  
XXXXXXXX.
- (d) **Verbleibende Bestände an Vertragsprodukten und Werbematerialien** XXX  
XXXXXXXX XXX XXX XXXXXXXXXXX XXXX XXXXXX XXXXXX XXXXXXXXXXX, XXX XXXXXX,  
XXXX XXXXXXX XX XXXXXXXXXXXXXXXXXXX XXX XXXXXXXXXXXXXXXXXXX, XXX  
XXXXXXXXXXXXXXXXXXXX XXXXXX XXXX XXXXXXXXXXX, XXX XXXXXXXXXXX XXXX XX XXXXXXX:



#### 11.4 Salvatorische Klausel

XXXXXXXX XXXX XXXX XXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXX XXXX XXXXXXX, XX  
XXXXXXXX XXX XXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXX XXXXXXXXXXXX. XXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXX  
XXXXX XXXXXXX XX XXXXXXXX, XXX XXX XXXXXXXXXXXXXXXX XXXXX XX XXXXXXXXXXX XXXXXXX.

#### 11.5 Mehrwertsteuer

XXXX XX XXXXXXX XXXXXXXX XXXXXXXXXXXXXXX XXXXXXX XXXXXXXXXXX XXX XXXXXXXXXXX XXX XXXXXXXXXXXXXXXX.

### 12 ANWENDBARES RECHT UND GERICHTSSTAND

XXXXXXXX XXXXXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXXXX. XXXX XXXXXXXXXXXXXXX XXX  
XXXX XX XXXXXXXXXXXXXXX XXX XXXXXXX XXXXXXX XXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXX  
XXX XXXXXXX XXX XXXXX XXXX, XXXXXXX, XXXXXXXXXXXXXXX.

Bern, 01. Mai 2023

**Levator AG**

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Eveline Meier, CFO

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Stefan Schlichting, CEO

**Elixir AG**

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Marco Weinberg, CEO



Alexandra Mertens, CFO