

# General Terms and Condition of Business

## SSE Swiss Synthetic Engineering GmbH

- 1. Subject of the contract**

The subject of the contract is in accordance with the SSE offer and/or the SSE order confirmation.
- 2. Execution**
  - 2.1** SSE undertakes to execute contractually accepted services in accordance with the principles of proper business practice. SSE shall strive to make SSE's accumulated business experience available for the customer.
  - 2.2** SSE shall be entitled to have contractual obligations fulfilled by third parties. SSE shall be responsible for their services in the same manner as for its own behaviour.
  - 2.3** The customer shall employ other comparable consultancy companies active during the term of the contract in SSE's charter only after prior agreement with SSE.
- 3. Deadline**
  - 3.1** If deadline for parts or services have been agreed, they shall not begin until the parties have agreed on all details of the project or order and the customer has handed over to SSE all documents or other materials to be made available in accordance with the order or contract and has communicated the require information to SSE.
  - 3.2** In the event of a undue delay, the customer may claim damages only, if the undue delay is caused by infringement of the contract owing at least gross negligence in the part of SSE, its legal representatives or persons employed in performing an obligation. In this case the damage shall be limited to an extent as typically foreseeable under such contract, unless liability concerns physical damage of natural persons. Damage shall, however, in any case be limited to the amount as paid by client under the relevant contract.
- 4. Premature dissolution of the contract**
  - 4.1** SSE can may terminate the contract prior to the supply of the agreed services only for important reasons.
  - 4.2** The customer may terminate the contract at any time. Unless The termination is for important reason under the responsibility of SSE he will have to pay the total agreed remuneration or order price including possible success fees however reduced by expenditures not incurred by SSE. Furthermore, SSE will have to deduct any amount it has been able to earn elsewhere due to the premature termination of the contract or has maliciously refrained from earning.
- 5. Secrecy**

SSE undertakes to maintain secrecy concerning confidential information especially concerning the customer and which it receives in context of its activities under the contract, unless disclosure is mandatory under law.
- 6. Copyright and reservation of title**
  - 6.1** The customer may use the results of all services supplied by SSE for his own operational purpose only. He shall not be entitled to path the on to third parties or to publish them without SSE written consent. The
  - 6.2** All delivered goods will be property of SSE until fully payments are executed.
- 7. Customers obligation to participate**

The customer undertakes to provide SSE free of charge with the required support and in particularly to supply the information required regarding to the subject of the contract.

On SSE's request, the customer shall provide appropriate working facilities at the project location and shall – without being specifically requested – supply information about documents, procedures and circumstances which might be important for carrying out the contract.
- 8. Warranty**

The customer must file any possible warranty claims with SSE immediately and not later days than 10 days after the claim detection.

Warranty claims are subject to a time limit of 1 year in respect to the concerned SSE work. In case that customer request compensation instead of SSE consultancy services or that he wishes to do the job on his own, then failure of the rectification by SSE shall prevail only after the second unsuccessful attempt. Dispensability of time shall be without prejudice of legal regulations.
- 9. Liability**
  - 9.1** SSE shall be liable in case of intent or cross negligence of its employees, organs or persons employed in performing an obligation in accordance with the legal regulations. Furthermore, SSE shall be liable in case of infringements of major contractual obligations. Damage shall, however, be limited to the amount as paid by client under the relevant contract.
  - 9.2** The regulation of the above paragraph 1 shall be applicable to all warranty claims (especially for compensation parallel to SSE consulting services and compensation instead of consultancy services, irrespective of the legal regulations, especially because of faults, violation of obligations under the obligation or due to tort. They shall apply also to compensation claims for futile expenditures. Liability in respect to delay shall be regulated as per paragraph 3.2.
  - 9.3** Alternations of the burden of proof to the disadvantages of the customer is not prohibited by the above given regulation.
- 10. Remuneration**
  - 10.1** All invoices are payable without delay 14 days after receipt of the invoice, unless contractually agreed otherwise. Claiming or deduction retention rights against fees to be received by SSE is admissible only, if the customer's demand is undisputed or assessed re judicata.
- 11. Salvatory clause**

Should individual conditions of this contract be or become invalid or should a gap in this contract become apparent, the validity of the remaining conditions of the contract shall remain unaffected.

The parties to the contract shall act in such a way as to reach the targeted aim and they shall do anything necessary to immediately remove the partial invalidity. Instead of the invalid condition or to fill possible gaps an appropriate regulation shall apply, which – as far as legally permissible – approximates most closely to what the parties to be contract wanted or would have wanted, according to the objective and purpose of the contract, if they had considered the invalidity or not stipulated regulation. Should the invalidity of conditions be caused by stipulation of the mentioned extent or the leaving out of an extent of the service or time /term or deadline) the legally permissible extent of the service or time (term or deadline), which most closely resembles that the stipulation shall replace it.
- 12. Final clauses**
  - 12.1** All proposals or offers by SSE are subject to confirmation, unless explicitly otherwise stipulated in the proposal or offer.
  - 12.2** The contract supersedes all previous agreements on its objective. Amendments must be in writing. This applies also to a this regarding regulation.
  - 12.3** The contract is subject to Suisse Law. The exclusive place of jurisdiction is Freienbach, Switzerland