

## GENERAL TERMS AND CONDITIONS

### 1. Applicable Law and Order

For the relationship between the parties the following order applies:

- the duly signed and delivered written contract
- the offer of CSD
- the General Terms and Conditions of CSD (GTC)
- the tender of the principal
- theSIA-Norms und -Regulations
- Swiss law.

### 2. Duty of Care

CSD acts in the best interest of the principal, in particular with respect to achieving the agreed targets, and carries out its contractual obligations having due regard to the generally accepted rules of the profession. CSD is a certified service provider (ISO 9001 and 14001).

### 3. Confidentiality

CSD keeps confidential all knowledge obtained in the course of dealing with the order and will not use them to the detriment of the principal.

Without a written agreement to the contrary, CSD may use principal's name and a short description of the service rendered in its reference lists.

### 4. Publications

CSD may publish its work having due regard to principal's interests. CSD also has the right to be named as the author of its work in publications of the principal or of third parties.

### 5. Intellectual Property

The intellectual property in relation to its work remains with CSD. As works qualify in particular also drafts and parts of works, if they constitute intellectual creations with individual character.

### 6. Use of Work Results, Keeping of Documents

By paying the fee the principal obtains the right to use the work results of CSD for the agreed purpose.

CSD keeps the documents in original or in a suitable other form for 10 years from the termination of the mandate. Those documents remain the property of CSD.

### 7. Prevention of Risks

For the prevention of damages and risks, CSD is entitled, in urgent cases even without having first obtained principal's consent, to take or order any measures deemed necessary. CSD informs the principal promptly.

The principal is obliged to take timely all reasonable measures which may prevent from emerging or aggravating a damage.

### 8. Appointment of Third Parties

CSD is entitled to appoint, at its own expense, third parties in order to fulfil its contractual obligations and may allow them receive information and have access to documents. CSD will require that these third parties keep this information and documents confidential.

### 9. Fess and Payment Terms

Without an agreement to the contrary, all prices are in CHF with VAT excluded.

CSD is entitled to request partial payments to the extent of the services rendered.

Without an agreement to the contrary, all invoices are payable within 30 days upon receipt.

After the expiration of the payment term, 5% interest for late payment p.a. becomes due.

In order to secure its fees, CSD is entitled to request an advance payment.

### 10. Additional Services

All services which have not been offered in writing are being considered additional services. They have to be agreed upon.

Without an agreement to the contrary, additional services will be charged when performed at the hourly rates of CSD.

### 11. External Services

Principal will allow access to its properties, facilities and persons for any necessary external services (in the field). Principal will inform CSD in advance of any cables or buildings in the ground (under earth) which may have an impact on the security of persons or goods and on the success of the services.

### 12. Extensions of Time limits

If a party does not perform its services within the agreed time limit, the other party may put that party by written reminder in default. For the reminding party, the time limits and deadlines to which it agreed will be extended accordingly. CSD is not liable for damages caused by late performance if it is not proved that the reason for the late performance is due to CSD's own negligence.

### 13. Poaching

The agent agrees that while performing the mandate and for a period of 1 year after completion of the mandate he or she will refrain from poaching any employees of CSD.

### 14. General Liability Insurance

CSD has a general liability insurance in place for CHF 20 million overall per event causing damage for damages caused to persons or goods. The insurance sums per event causing damage are hereby limited to

- CHF 5 million for damages and defects at real estate and buildings and financial losses of third parties.
- CHF 5 million for damages and defects at buildings.
- CHF 5 million for financial losses in the field of environmental advice.

### 15. Liability

#### 15.1 Generalities

If the goals of the principal lie outside of CSD's control, CSD's liability is excluded. This applies in particular to non-foreseeable decisions of third parties, e.g. in relation to authorizations and credits.

For the services of independent third parties which are in a direct contractual relation with the principal, CSD is not liable.

For the services of third parties which have been appointed by CSD, CSD is not liable if their appointment was agreed with the principal and provided that CSD selected and instructed them with due care.

CSD assumes that

- the principal and the third parties instructed by the principal provide it with accurate and complete information and documents
- the work results will not be used in parts
- the work results will not be used without having been reviewed for a purpose not agreed or for another object or applied to change circumstances

Otherwise, CSD declines any liability towards the principal for damages arising out of such use.

If a third party makes use of the work results or if takes decision relying upon such work results, CSD is not liable for either direct or indirect damages arising out of such use of the work results.

#### 15.2 Limitation of Liability

In case of liability of CSD towards the principal, CSD's liability is limited to 10 times the total amount of fees which CSD effectively received for the services rendered in connection with the activity related to the event of damage, however, at most to insured amount.

CSD is not liable for indirect damages (consequential damages) and for pure financial losses.

#### 16. Jurisdiction and Venue

All disputes arising between the parties will be exclusively and finally decided by the ordinary courts at the seat of either the relevant establishment of CSD or in Bern.