

Terms and conditions for services performed by SGK

March 2009

1. General

These General Terms and Conditions of Service (the Service Terms) shall govern the conclusion, content and performance of service contracts between SGK and the Ordering Party. Divergent or additional conditions shall be valid only if agreed in writing and signed by both (or, as the case may be, all) Contracting Parties.

2. Existence of contract

The quotation submitted by SGK to the Ordering Party shall be equivalent to an offer. For a contract to come into existence, the Ordering Party must first confirm the quotation. If the Ordering Party places an order with SGK, the contract shall come into existence on confirmation of that order by SGK.

3. Nature and scope of services

The scope of SGK's service shall be governed by the quotation or by SGK's confirmation of order, including any annexes. As a rule, the results of the work shall be recorded in a report.

4. Reporting

Reports are delivered, unless agreed differently, in three copies to the Ordering Party. If electronic reports are requested an additional version in paper will be delivered. Reports will be written in German. If the Ordering Party wishes the report to be in an official language of Switzerland other than German, or in English, it shall expressly inform SGK accordingly on placement of the order. Special agreement shall be required for translations into languages other than those mentioned above, for the provision more than one report and for multilingual drafting of reports. The Ordering Party shall be charged the extra costs thus incurred.

5. Sample material

On placement of the order, the Ordering Party must expressly notify SGK whether it wants the submitted material, product or equipment to be returned after completion of the order. Failing such notification, SGK shall be entitled to freely dispose of the material, product or equipment on completion of the work. The Ordering Party shall pay for outward and return carriage and any disposal costs.

6. Deadlines

Any deadlines or periods for the provision of services shall stand, saving events of force majeure. Periods shall commence as soon as SGK and the Ordering Party have agreed all details of the order and the Ordering Party has passed to SGK all documents and materials necessary for provision of the service. SGK guarantees the delivering of the services within the periods agreed for the part of the services offered by SGK. SGK has the right to deliver with delay the correct services in the case of non- or false delivery of services

7. Third party services

SGK excludes any liability for services delivered by third parties and is not liable for delayed delivery of services of third parties.

8. Secrecy

SGK undertakes to treat data and information belonging to or concerning the Ordering Party, which are made accessible to SGK as part of its work for the Ordering Party, as confidential. If investigation shows that important public interests are jeopardized or statutory provisions infringed, SGK shall be entitled to report the fact to the competent authority. In parallel the Ordering Party will be informed.

The Ordering Party has the right to use the services of SGK exclusively for its own use. Any publishing of the services to third parties or resellers, licensing etc. is forbidden and requires the permission of SGK.

9. Co-operation by the Ordering Party

The Ordering Party undertakes to make all necessary documents and information and any sample material available to SGK promptly and in full. In case of onsite investigations the Ordering Party is responsible to take the required preparations for the efficient performing of the measurements by SGK (access, security, etc.)

10. Remuneration

Unless otherwise agreed, services shall be remunerated according to use. SGK's current hourly rates shall apply. The hourly rates shall apply to services during normal office hours. A supplement is charged for work carried out by agreement with the Ordering Party outside office hours. Waiting time that is not caused by SGK will be charged according to SGK's hourly rates for the corresponding employee.

If a fixed price is agreed, it shall be based on the principles known at the time of conclusion of the contract, and shall be conditional on fulfillment of the conditions agreed at that time. If these principles and conditions change, SGK may request revision of the fixed price.

The rates of remuneration agreed for provision of the individual services shall be deemed exclusive of any taxes and duties. Unless otherwise agreed, all ancillary costs shall be borne by the Ordering Party. Travelling time shall be treated as working time. SGK's invoices shall be payable without deduction within 30 days of the invoice date. SGK shall be entitled to request an advance.

11. Regulations in destination country and protective provisions

No later than the time of ordering, the Ordering Party shall brief SGK on the regulations and standards of the country of destination which relate to the contractual service. Saving notification to the contrary, the order shall be executed in accordance with the provisions of Swiss law and of the SN standards (standards of the Swiss Standards Association).

12. Warranty

SGK shall warrant that it will carefully execute the order placed with it in accordance with the current state of science and technology. In case of testing, measurement and analytical services, test results shall relate only to the samples provided by the Ordering Party and examined by SGK. SGK shall provide no warranty for the applicability of such test results to other supplies of the same material, substance etc. The warranty period shall be one year. Defects must be notified to SGK in writing within 10 days of detection or occurrence. SGK shall rectify eligible defects. Otherwise the warranty shall be governed by the statutory provisions.

13. Liability

SGK shall be liable for any direct losses if the Ordering Party proves that SGK acted with unlawful intent or gross negligence. All further liability, regardless of legal grounds, and especially for indirect and consequential losses, shall expressly be excluded, as far as legally permissible.

14. Written form

Modifications and additional conditions of the Service Terms are only valid in writing. Conditions other than written do not exist.

15. Diverging written agreement

Written agreement that deviates from the Service Terms has priority.

16. Adjustment of the Service Terms

SGK has the right to change the Service Terms at any time.

Changes in the Service Terms will be communicated to the Ordering Party in writing or by another useful means. Without notice from the Ordering Party they are valid within a month after communication.

17. Easement of dispute

Swiss law alone shall govern the contractual relations. Jurisdiction shall be the court competent for Zürich (Switzerland).