

General Terms and Conditions for Sales, Contractual Services and Other Material Services by SECOIA

SECOIA Executive Consultants AG
Vorzielstrasse 84
CH-5015 Erlinsbach
Schweiz

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1. Scope of application and validity

- 1.1. These GTC govern the conclusion, content and processing of contracts for sales services as well as contractual work and similar services by SECOIA.
- 1.2. These GTC shall be deemed accepted if the Contractual Partner places an order with SECOIA and reference is made to them in the offer or in the order confirmation. General terms and conditions of the contractual partner are excluded.

2 Offer and order

- 2.1. If SECOIA submits an offer, this shall be valid for the period stated in the offer. In the absence of corresponding information, SECOIA shall remain bound for 30 days.
- 2.2. If the Contractual Partner's order deviates from SECOIA's offer or order confirmation, the offer or order confirmation shall apply unless the Contractual Partner raises an objection immediately upon receipt.
- 2.3. Orders are only binding if they are placed in writing or subsequently confirmed in writing. Electronic orders are binding if this is provided for in a written agreement between the parties.

3 Involvement of subcontractors

SECOIA reserves the right to engage subcontractors for the provision of services if necessary. In this case, SECOIA remains responsible to the contractual partner for the provision of the services.

4 Remuneration and packaging

- 4.1. The remuneration shall apply to the services agreed in the contract. Unless expressly agreed otherwise, it shall apply net, excluding taxes and duties (VAT, customs duties, etc.), ex SECOIA's location, without packaging and without deductions.
- 4.2. Packaging shall be invoiced separately by SECOIA and shall generally not be taken back.

5 Terms of payment

- 5.1. Unless otherwise agreed, payments are due immediately and are payable to SECOIA within 20 days of the invoice date without any deductions.
- 5.2. The payment deadlines must also be adhered to if the services are delayed for reasons for which SECOIA is not responsible or if minor parts are missing or minor improvements are necessary.

6 Retention of title

- 6.1. The delivered contractual objects shall remain the property of SECOIA until all claims arising from the contractual relationship have been paid in full.
- 6.2. The Contractual Partner may only sell, pledge or assign the delivered items as security if it has completely fulfilled all payment obligations arising from the contractual relationship.

- 6.3 For the duration of the retention of title, the Contract Partner shall store the delivered items carefully at its own expense, maintain them, protect them against theft, breakage, fire, water and other risks, insure them and, moreover, take all reasonable measures to ensure that SECOIA's title is neither impaired nor cancelled until they are installed or used.

7 Deadlines and delay

- 7.1 Delivery deadlines shall be deemed to have been met if SECOIA has sent a notification of readiness for dispatch or acceptance to the Contractual Partner by the time they expire.
- 7.2 If SECOIA cannot meet a deadline for reasons for which it is not responsible (e.g. due to non-fulfilment of the Contractual Partner's obligations to cooperate or the fault of third parties), the deadline shall be extended accordingly.

8. Place of fulfilment

- 8.1 Unless otherwise agreed, the place of fulfilment shall be the location of SECOIA.
- 8.2 Benefit and risk shall pass to the Contractual Partner upon provision at the place of fulfilment.

9 Inspection and acceptance

- 9.1 The Contractual Partner must inspect the contractual object within 7 calendar days of notification of readiness for acceptance and report any defects in writing, otherwise it shall be deemed accepted.
- 9.2 If the acceptance test reveals insignificant defects, acceptance shall nevertheless take place upon completion of the acceptance test. SECOIA shall subsequently rectify any defects found.
- 9.3 If the acceptance test reveals significant defects, acceptance shall be postponed. SECOIA shall rectify any defects found and notify the Contractual Partner of a new acceptance date.

10 Manufacturer's guarantee / warranty

- 10.1 SECOIA warrants that the contractual object has the agreed material properties.
- 10.2 Unless otherwise stipulated in the contractual document, warranty rights shall expire within 12 months of the transfer of risk. The contractual partner must give written notice of defects within 7 calendar days of their discovery.
- 10.3 If the subject matter of the contract is defective, SECOIA shall, at its discretion, either rectify the defect or deliver a replacement. Further claims of the contract partner are expressly excluded.

11 Liability

SECOIA shall only be liable for breaches of contract caused by gross negligence or intent.

12 Authorisations and export regulations

Insofar as the Contractual Partner provides material for the provision of the services, it shall inform itself at all times about national and international export regulations (e.g. ITAR) and inform SECOIA immediately in writing if the contractual services are subject to these regulations in whole or in part. It shall comply with all applicable export regulations and disclose all relevant information to SECOIA upon request. This obligation applies beyond the term of the contract.

Unless expressly agreed otherwise in writing, the contractual partner shall take all necessary steps to obtain the official authorisation required for the provision of services. This includes in particular the national and international export regulations. SECOIA shall support the Contractual Partner appropriately in this respect.

13 Newly arising intellectual property rights

- 13.1 The intellectual property rights (copyrights, patent rights, etc.) arising upon fulfilment of the contract, in particular to the works, concepts, hardware and individual software created by SECOIA, including source code, programme description and documentation in written or machine-readable form, belong to SECOIA.
- 13.2 The contractual partner shall have the non-transferable and non-exclusive right to utilise the newly created intellectual property rights within the scope of the purpose of the contract. In the case of software, this right includes use on the hardware provided for in the agreement and its successor systems. In the case of a modified operating system or higher performance class, the modification and extension of the right of use requires the consent of SECOIA.
- 13.3 Both parties shall remain authorised to use and dispose of ideas, processes and methods that are not legally protected, but without any obligation to disclose them.

14 Pre-existing intellectual property rights

- 14.1 Pre-existing intellectual property rights (copyrights, patent rights, etc.) shall remain with SECOIA or third parties.
- 14.2 The Contractual Partner shall receive a non-exclusive and non-transferable right of use to pre-existing intellectual property rights for the agreed purpose.

18 Compliance

- 18.1 The parties shall comply with the applicable legal standards, in particular competition and antitrust laws, labour and child protection regulations (e.g. regarding conflict minerals), the prohibition of trafficking in women and the core conventions of the International Labour Organisation as well as the provisions against counterfeiting or for the protection of the environment and health.
- 18.2 The parties undertake not to accept any financial or other favours if an unjustified advantage is expected or rewarded by the giver. They also undertake to observe the OECD Convention of 17 December 1997 on Combating Bribery of Foreign Public Officials in International Business Transactions by analogy with private commercial transactions.
- 18.3 The parties shall contractually oblige their employees, subcontractors, sub-suppliers and other third parties involved in the fulfilment of the contract to comply with this article.

19 Assignment and pledging

- 19.1 The contractual relationship or rights and obligations arising therefrom may only be transferred or assigned with the prior written consent of the other party.
- 19.2 The claims arising for the contractual partner from the contractual relationship may not be assigned or pledged without the prior written consent of SECOIA.

20 Offsetting

The Contractual Partner has no right of set-off.

21 Applicable law and place of jurisdiction

- 21.1 In all other respects, Swiss substantive law shall apply, to the exclusion of its rules on conflicts of laws (in particular the Federal Act on Private International Law of 18 December 1987). The Vienna Sales Convention is expressly excluded.
- 21.2 All disputes arising from or in connection with the contractual relationship shall be subject to the exclusive jurisdiction of the ordinary courts at the registered office of SECOIA.