

General Terms and Conditions Q.C.M. quality control management AG

1. Scope

- (1) These General Terms and Conditions are valid for all contracts between the Q.C.M. quality control management AG (herein called 'QCM') and its clients/principals on inspection, consulting and other tasks, unless other agreements are explicitly stated in written form or are valid by legal regulations.
- (2) For exceptional contracts and contract-like relations between QCM and other than the direct client/principal the following paragraph 9 is valid for such third parties as well.

2. Scope and fulfillment of orders

- (1) The object of order is the agreed scope of tasks, never a certain economic success. The order is fulfilled in correct accordance with the currently applied profession principles. QCM is entitled to make use of specialists and experts to fulfill an order.
- (2) The consideration of foreign law must be agreed on explicitly in written form, except for quality assurance inspections.
- (3) If the law and regulations change after QCM released a final report, QCM has no legal obligation to notify the client/principal on these changes and/or their consequences.

3. Information duty of the client/principal

- (1) The client/principal must provide, in time and without special notification by QCM, all files, materials and information needed for proper order fulfillment. The client/principal further is obliged to inform QCM on all facts and conditions relevant for the order fulfillment before and during the QCM activity.
- (2) On QCM demand, the client/principal is obliged to confirm the completeness of given files, materials, information and declarations.

4. Independence of QCM personnel

The client/principal is obliged to guarantee the independent status of the QCM personnel. By no means this independent status may be violated. This holds in particular for offers on job positions or order fulfillments on own account. If against this binding regulation a QCM personnel is employed by a client/principal, QCM reserves the right to charge an amount of 13 percent of the annual income.

5. Report duty and verbal information

If QCM is obliged to document its activity results in written form, only this written documentation is relevant. With audit orders QCM provides a written report unless other agreements are set. Verbal explanations, information and agreements by QCM personnel beyond the agreed order scope always are non-binding.

6. Protection of QCM intellectual property

The client/principal may use order-related materials provided by QCM (certificates, organisational diagrams, sketches, graphics, listings, calculations, analyses, ect..) for own internal purposes only.

7. Release of a profession-related QCM statement

The release of profession-related statements by a QCM personnel (reports, certificates, ect.) to a third party requires the written confirmation and agreement of the QCM management unless this agreement already is part of the given order. QCM is hold responsible against third parties only (within the range of paragraph 9), if paragraph 1 is fulfilled.

8. Defect elimination

- (1) The client/principal is entitled to the elimination of defects caused by QCM. The client/principal is entitled to the avoidance of payment or the withdrawal from the contract only if a defect elimination by QCM failed. If the order has been given by a full trader in the framework of the relevant business, by a juristic person of public law or by a public special fund, the principal can withdraw from the contract only if the work provided by QCM due to a failing defect elimination is of no further interest. Cases of further-reaching claims of damages are regulated according to paragraph 9.

- (2) The client/principal is obliged to make a demand for defect elimination in written form and without any delay. Demands according to paragraph 1 item 1 come under the statute of limitations after a period of 6 months after QCM completed its professional order work.
- (3) QCM is entitled to correct at any time obvious errors, such as mistakes in writing or calculation and/or formal errors in a professional QCM statement (report, certificates, ect.), even against third parties. Errors questioning provided results in professional QCM statements entitle also the third party to withdraw these statements from other third parties. In all these cases the consultation of the QCM client/principal is recommended.

9. Liability

- (1) Liability for carelessness, single damage case

The QCM liability for claims for damage of all sorts, as a single or joint debtor, is limited for single damages due to carelessness to 2 million CHF (2.000.000,00 CHF). This limitation is valid also for all cases of a justified liability against third parties. A single damage case is defined the sum of all claims for damages of all entitled parties which can be derived from one and the same professional mistake. A single damage case also includes mistakes during an inspection or any other working unit (i.e. a working operation defined by profession a separate working unit) performed by a single person and/or several persons. However, the QCM liability is limited to 2 millions CHF (2.000.000,00 CHF) for damages due to several similar working units practicing the same professional mistake, without any consideration whether the damage by mistakes was generated over one year or several years running.

- (2) Exclusion periods

A claim for damage can be activated only within a period of 12 months after the party entitled has received information on the damage and the claim entitling event, however, not later than within a period of 5 years after the claim entitling event. This claim expires if no claim action is entered within a period of 6 months since the written refutation of damage compensation and if the client/principal was informed on this consequence. The client/principal right to object against limitation remains untouched.

10. Secrecy against third parties, data protection

- (1) According to legal regulations QCM is obliged to keep secrecy on all facts being informed on during its order activity. This secrecy is valid against the client/principal as well as against their business relations, unless the client/principal releases QCM from this secrecy.
- (2) QCM is entitled to deliver reports, certificates and other written statements on activity results to third parties only on the agreement of the client/principal.
- (3) QCM is entitled to process given person-related data according to their order purpose by QCM staff or by third parties.

11. Delay of acceptance, refused collaboration of the client/principal

If the client/principal delays the acceptance of QCM works or refuses a collaboration according to paragraph 3 or any other order-required collaboration , QCM is entitled to withdraw immediately without delay from the contract. The claim for general and particular damages and for additional expenditure by QCM caused by this delay of acceptance or refused collaboration by the client/principal remains untouched, even if QCM does not activate its given right to withdraw from the contract.

12. Payments

- (1) QCM is entitled to receive reimbursement of all expenses beyond fees and honorariums. Sales tax is charged separately. QCM is further entitled to receive appropriate payments in advance on fees and expenses and to provide its order work depending on the satisfaction degree of these demands. Several clients/principals are liable as a joint debtor.
- (2) A compensation of fees and expenses with QCM demands is allowed only in cases of undoubted or legally binding demands.

13. Place of Jurisdiction

Place of jurisdiction is the domicile of the company, Berne, Switzerland.