

General Terms and Conditions for Technical Assistance (such as Supervision, Installation and Maintenance)

1. General

These General Terms and Conditions for Supervision, Installation and Maintenance (hereinafter services/works) shall apply in as much as and so far as the parties have made no other written agreements in individual cases. The contract shall be effective only upon Polymetrix AG's written confirmation of order. Any modifications have to be implemented by annex to be lawfully signed by both parties.

2. Prices

All prices shall be deemed to be net, in freely available Euros, without any deduction whatsoever.
All taxes and duties which are imposed to the Delegates of Polymetrix AG (hereinafter Service Personnel) and / or Polymetrix AG as a result of the performance of the services / works under the contract shall be fully borne by Buyer. These taxes and duties shall not be included in the regular rates respectively price.

3. Terms of payment

The total price for the services / works performed by the Service Personnel shall be invoiced by Polymetrix AG to the Buyer in accordance with the payment conditions agreed upon in the contract.
Buyer shall, upon Polymetrix AG's request, make an advance payment or provide a security (e.g. bank guarantee, letter of credit) in the amount of the estimated costs. Payment for the services / works performed by the Service Personnel shall be made by the Buyer net, without any deduction within 30 days after invoicing. If Buyer is overdue with an agreed payment, Polymetrix AG shall be entitled to suspend the performance of the services / works after prior written notification until Buyer fulfills its payment obligations. Buyer shall bear all costs resulting therefrom.
With effect from the agreed due date, the Buyer shall pay interest on the outstanding amount at a rate of 4% over the 12-months-LIBOR for the contractual reference currency valid at the due date. If Buyer is overdue with a payment or the establishment of an agreed security for more than two weeks, the entire balance of payment shall be due immediately.

4. Information

Service Personnel is not entitled to receive payments directly from Buyer without prior written consent of Polymetrix AG. If working in shifts or services / works are performed under poor working conditions, additional indemnity can be requested by Polymetrix AG. Shipping expenses for tools and heavy equipment required due to special climatic conditions shall be borne and paid by Buyer.

5. Start of services / works

The start of services / works of Polymetrix AG's Service Personnel as well as the date of departure shall be subject to the availability of the necessary staff at the planned time, the travel possibilities, the issuance of the necessary visa and permits as well as the execution of the agreed advance payments by Buyer. Also, the conditions on site must allow the start of the services / works.

6. Regular working time - holidays

Regular working time is 8 hours per day, 48 hours per week from Monday to Saturday between 06.00 a. m. to 08.00 p. m., 54 working hours per week in maximum. Overtime shall be compensated with a surcharge.
Any hours rendered outside of regular working time have to be agreed to by Polymetrix AG and / or its Service Personnel in advance. If the Service Personnel has to work on two consecutive weekends, rest days may be claimed during the following days for which the regular hourly rate is applicable.
The Service Personnel may request vacation during official holidays in Switzerland. The Service Personnel shall be on leave during Christmas; December 24th, 25th and 26th.

7. Time Sheets

By the end of each day, Service Personnel shall fill out a Time Sheet for the hours rendered including waiting time. Buyer shall check the hours reported by Polymetrix AG, countersign and return Time Sheets until the next working day. By signing the Time Sheet, Buyer confirms that the hours recorded have been performed in accordance with the terms and conditions of the Contract.
Should Buyer refuse to sign a Time Sheet, Buyer shall notify Polymetrix AG in writing within five (5) days after the date of said time sheet, stating the reasons for the refusal to sign. Polymetrix AG shall not refuse his signature indiscriminately. If Buyer refuses to sign several subsequent Time Sheets, Polymetrix AG may immediately recall its Service Personnel without prior written notice.

8. Assistant staff / Installation Personnel

Buyer shall provide, within due time and at its own cost, the necessary assistant staff / installation personnel in the quantity and with the qualifications necessary for the performance of the services/works and shall insure them according to the applicable law against the consequences of illness, accident, etc. The assistant staff / installation personnel shall adhere to the instructions of the Service Personnel.

9. Tools and auxiliary materials

Buyer has to provide in a timely manner tools needed by Service Personnel for the performance of the services / works, and tools and auxiliary material used by Buyer's assistant staff / installation personnel.
Furthermore, Buyer is responsible for the availability of lifting devices with sufficient carrying capacity (including personnel qualified for handling of the same), ropes, scaffolding, work bench with vices, forges, welding apparatus, etc., on his own account, as well as cleaning, packing and lubricating materials, material for the foundation of the machines, the necessary electric current of the required voltage, water and other working material. In addition, Buyer has to provide a room that can be locked to store small valuable items, tools, sundry installation material, machinery etc.

10. Safety on site

Buyer is obliged to take all necessary measures on site in order to prevent accidents or damages. It shall be fully responsible for all accidents, consequences of accidents and damage to property caused or influenced by

inadequate condition of its facilities, tools and materials, even though they have been used by the Service Personnel without complaint.

Buyer shall be fully liable for all acts and omissions of its assistant staff / installation personnel, even though Polymetrix AG might be in charge of the overall responsibility for the services / works.

Buyer shall make the Service Personnel expressly aware of exceptional circumstances or special requirements on site which might have an impact on the Service Personnel's performance of the services / works.

11. Governmental permits and documents

Buyer shall, within due time and at its own cost, organize the necessary residence, working and other governmental permits (in particular for overtime, night and Sunday work) as well as the necessary documents for the Service Personnel. All additional costs resulting from delays and express handling that are not in Polymetrix AG's sole responsibility shall be borne by Buyer.

12. Hindrance of service / works

In case the Service Personnel is, due to any reason not attributable to Polymetrix AG, hindered in performing his services / works or retained on site after termination of the services / works, all costs resulting therefrom, shall, irrespective of the reason of the retardation, be borne by Buyer.
In the event of circumstances hindering or rendering impossible the performance of the services / works at the agreed time, Buyer shall immediately inform Polymetrix AG and take all reasonable measures in order to avoid or mitigate any possible damage.

13. Illness and accident

The Service Personnel is, according to Swiss law, duly insured against illness and accident. Buyer shall make Polymetrix AG aware, should, according to the applicable law at the place of performance, additional insurance be necessary. In the case of illness or accident, the Service Personnel shall, as the case may be, be accommodated in a hospital of most modern standard.

14. Force Majeure

Polymetrix AG and Buyer shall be entitled to suspend or cause suspension of the services / works in the case that events beyond the will and control of the parties, which were unforeseeable at the time of conclusion of the contract such as, in particular, fire, explosion, acts of God (e.g. earthquake, flood, etc.), epidemics, mobilization, confiscation, war, acts of piracy, riots, embargoes, boycott, lack of means of transportation, etc. render the performance of the services / works impossible or unreasonably difficult; same applies in the case of subcontractors of Polymetrix AG being affected by such events.
The party claiming to be affected by Force Majeure shall notify the other party in writing within due time on the occurrence and end thereof.
The term for fulfillment of the contractual obligations shall be extended for the duration of the event and its effects.
Polymetrix AG and Buyer shall be entitled to terminate the contract in writing, should the event last continuously for more than six months. In this case, the parties will agree on the respective costs in mutual agreement. Though, neither party shall be allowed to claim penalties or other compensation. However, Buyer shall indemnify Polymetrix AG for the services / works performed as well as the costs accrued prior to the occurrence of the event of Force Majeure.

15. Services / works by order of third parties

The Service Personnel does, in general, not perform any services / works assigned by third parties. Should the Service Personnel, however, perform services / works assigned by third parties, the performance of such services / works shall be (i) subject to Polymetrix AG's express prior written approval, (ii) at the full responsibility of the Buyer, and (iii) invoiced to the Buyer additionally on a time basis.

16. Representations and warranties

Polymetrix AG does, in no case whatsoever give any representations or warranties regarding the services / works performed by the Service Personnel or any works or equipment installed, maintained or repaired by the Service Personnel other than those expressly set out in the contract. Furthermore, the Service Personnel's performance of the services / works shall, in no case whatsoever, induce, extend or renew any warranty period towards respectively the warranty obligations of Polymetrix AG.

17. Complaints

Any complaints concerning the performance or behavior of the Service Personnel shall be immediately notified to Polymetrix AG in writing, stating the reasons of such complaint.

18. Liabilities and consequential damages

Polymetrix AG is liable towards the Buyer only for direct damages to property intentionally or grossly negligently caused by the Service Personnel during the preparation or performance of the services / works as well as the rectification of any deficiencies.

As long as there are no specific mandatory laws to the contrary, in no case whatsoever shall Buyer be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages. The foregoing limitations shall apply regardless of the legal basis of such claim made hereunder.

19. Use of Personal Data

In reference to the European General Data Protection Regulation, the Buyer agrees that the Polymetrix AG is entitled to process the Buyer's personal data within the scope of the business relationship between the Parties or to transfer the processing of data to a third party in Switzerland and/or abroad.
Furthermore, the Buyer consents in particular to the Polymetrix AG transmitting the Buyer's personal data to a third party in Switzerland and/or abroad for the purpose of performing and maintaining the business relationship between the Parties.

20. Jurisdiction/applicable law

Any disputes arising out of or in connection with the contract shall be exclusively settled by the Commercial Court of the Canton St. Gallen/Switzerland. Swiss Law shall exclusively apply.

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