

1. Scope of application

These General Terms and Conditions (hereinafter "GTC") govern the contractual relationship between the customer (hereinafter "Customer") and Kurita Switzerland AG (hereinafter "Kurita"). The GTC apply to all services provided by Kurita. They shall enter into force on 1 January 2018. The General Terms and Conditions shall also apply to follow-up orders if the General Terms and Conditions were applied to previous orders placed by the customer. Any general terms and conditions of the customer shall not become part of the contract.

2. Language versions

The GTC are drawn up in German and English. In the event of contradictions, the German version shall prevail.

3. Deviating agreements, reservation of written form

Agreements deviating from the GTC must be made in writing. The cancellation of this written form requirement also requires the written form.

4. Changes of the GTC

Kurita reserves the right to change the GTC at any time. Subsequent changes or amendments to these GTC become part of the contract if the customer does not object within 30 days of becoming aware of the changed or new provisions. The current edition of the GTC can be requested from Kurita.

5. Applicable law and hierarchy

The legal relationship between the contracting parties shall be governed by the points listed in the following order:

- The written contract concluded
- The Kurita quotation
- The general terms and conditions of Kurita
- The invitation to tender issued by the contracting authority
- The Swiss law

6. Confirmation of order

The arrival of an order is indicated to the customer by means of an order confirmation to the e-mail address indicated by him.

7. Conclusion of a contract

In any case, the contract is not concluded until Kurita has sent the order confirmation to the customer.

8. Modification of an order or cancellation

Orders commit the customer after dispatch of the order confirmation by Kurita to the acceptance of the products and services. Kurita may, at its sole discretion, accept subsequent changes or cancellations of the customer's orders and charge for any loss in value of the cancelled products since the order was placed.

9. Due diligence

Kurita safeguards the interests of the customer, in particular the achievement of his goals, to the best of its knowledge and ability and provides the contractually agreed services in compliance with the generally recognized rules of the respective field. Kurita has a quality management system in place.

10. Confidentiality

Kurita will treat any knowledge gained from order processing confidentially and will not use it to the detriment of the customer. Unless otherwise agreed in writing, Kurita may include the customer's name and a brief service description in reference lists.

11. Publications

Kurita may publish its work in accordance with the interests of the customer. Kurita also has the right to be named as the author in corresponding publications of the customer or third parties.

Kurita retains the copyright to their work. Works are in particular drafts and parts of works, if they are intellectual creations with an individual character.

12. Use of work results, storage of documents
Upon payment of the fee, the customer has the right to use Kurita's work results for the agreed purpose. Kurita shall keep the documents in the original or in a suitable other usable form for ten years after completion of the order. These documents remain the property of Kurita.

13. Danger prevention

To avert damage and risk, Kurita is authorised to take or order all appropriate measures, in urgent cases even without the customer's consent. Kurita shall inform the customer immediately. The customer shall take all reasonable measures in good time to counteract the occurrence or increase of damage.

14. Involvement of third parties in the performance of the contract

Kurita shall be entitled, at its own expense, to call in third parties for the performance of its contractual obligations and to provide them with access to documents and information. Kurita obliges these third parties to keep the information confidential.

15. Remuneration and payment modalities

Unless otherwise agreed, prices are quoted in CHF, excluding value-added tax. Kurita is entitled to advance payments to the extent of the services rendered in accordance with the contract. After expiry of the payment period, a default interest of 5% will be charged. Kurita may demand security for the fee or an advance payment.

16. Additional services

All services which have not been offered in writing shall be considered as additional services. These must be mutually agreed upon. Unless otherwise agreed, these additional services will be charged at Kurita's material and hourly rates valid at the time the service is provided.

17. Field operation

During field work, access to the site must be kept free for the necessary persons and equipment. The customer shall inform Kurita in advance of any buried works or structures that could affect the safety of persons and goods and the success of the service.

18. Extensions and postponements of deadlines

If one party fails to perform an agreed service in due time, the other party may issue a written reminder to put the service in default. For the reminding party, the deadlines and dates to which it has undertaken to adhere shall be postponed accordingly. Kurita is not liable for damages caused by delay for which it is not at fault.

19. Enticing away employees

The client undertakes not to entice Kurita employees away during the execution of the mandate and for one year after its termination, and not to make them an offer of employment.

20. Business liability insurance

Kurita has a business liability insurance with the following coverage amounts::

- Personal injury CHF 10'000'000.-
- Property damage CHF 10'000'000.-
- Building defects CHF 1'000'000.-

21. Liability

Kurita is liable for the careful execution of the order. Liability for slight and medium negligence is excluded. To the extent permitted by law, liability for consequential damages and lost profits is excluded. Kurita is not liable for the services provided by independent third parties who have a direct contractual relationship with the customer. Kurita shall not be liable for the activities of third parties which Kurita itself has called in, provided that these activities have been contractually agreed with the customer and Kurita has chosen and instructed the third party with the necessary care. Kurita assumes that:

- it is provided with correct and complete information and documents for order processing by the customer or third parties designated by the customer
- the results of the work are not used in extracts
- the work results are not used unchecked for an unagreed purpose or for another object or are not transferred to changed circumstances

Otherwise, Kurita expressly disclaims any liability to the customer for any damages incurred as a result. If a third party makes use of the work results or makes decisions based on them, Kurita shall not be liable for any direct or indirect damages that may result from the use of the work results.

22. General exclusions of liability

The liability of Kurita is excluded in addition to the cases regulated by law:

- If damage was caused by circumstances that neither Kurita nor its subcontractors could avoid, nor the consequences of which they were able to avert
- When the achievement of the customer's goals depends on circumstances beyond Kurita's control. This applies in particular to unforeseeable decisions by third parties, for example regarding the granting of permits or loans.
- In cases of force majeure (natural disasters, border closures, warlike events, official confiscation, strikes, etc.)

23. Exclusion of liability in the event of the customer's own fault

A liability of Kurita is excluded if the damage was caused by actions or omissions of the customer. This also includes damage due to improper use or damage due to manufacturing or material defects in the installed equipment. Any liability will also be rejected in the event of misuse of user names and passwords by the customer. The customer alone is liable for the correctness and completeness of the data.

24. Limitation of liability

In case of Kurita's liability towards the client, the liability is limited to the amount of the fee paid for the activity related to the damage event, but not exceeding the insured amount.

25. Place of jurisdiction

The ordinary courts at the Kurita headquarters in Allschwil are responsible for judging disputes between the contracting parties.