

General Terms and Conditions of Swiss Safety Center AG

Version 4, valid from 1. April 2021

1 Purpose

These Terms and Conditions (hereinafter referred to as "Terms and Conditions") contain conditions for all services which the Swiss Safety Center AG (hereinafter referred to as "Swiss Safety Center") provides to its customers (hereinafter referred to as "Customer", together "Parties"). This specifically includes the following services:

- certification of management systems, products and people,
- systems safety, assembly conformity, functional safety,
- safety-related calculations, simulations and model calculations,
- materials technology, stationary and mobile,
- destructive and non-destructive testing and damage analyses,
- fire protection, occupational health and safety, operational environmental protection,
- integral risk management,
- training

The subject of the contract and scope of services shall be governed by the individual agreements and also in particular by the offer and the order confirmation. These documents form an integral part of the agreement and concretise it.

Divergent agreements are only valid if they are agreed by the Parties in writing. Such agreements are valid only for the respective individual order and not for additional or subsequent contracts.

In the event of contradictions, the individual agreements and their annexes shall take precedence over these Terms and Conditions or the offer. More recent arrangements take precedence over older arrangements.

2 Offer and order placement

Agreements are concluded between Swiss Safety Center and the Customer upon the return of a signed order confirmation by the Customer which is included with the offer, by placing an order which is based on the offer or by confirmation of the order by Swiss Safety Center.

The return with reference to the offer or to the order confirmation of Swiss Safety Center can be made by letter, fax or email. The payment of the invoice shall be deemed acceptance.

3 Services provided by Swiss Safety Center

The scope of services is determined in the individual agreement or results from the order confirmation and/or the offer made by Swiss Safety Center.

Swiss Safety Center is free to determine the procedure as well as the methods and tools used, and makes any final decisions on the matter. Swiss Safety Center shall provide its services in a professional and thorough manner.

The naming of individuals in the offer is always non-binding. The services may also be provided by other persons. Swiss Safety Center may also use third parties for the fulfilment of contractual obligations. Additional costs for third parties enlisted at the request of the Customer shall be borne by the Customer.

The dates cited in the individual agreement or the offer shall be binding if they are expressly denoted as such. The delivery dates shall be extended automatically if Swiss Safety Center is delayed by circumstances attributable to the Customer or third parties, or in the event of downtime for technical reasons which Swiss Safety Center is not responsible for or able to influence such as unavailability of servers or transmission lines.

The Customer shall bear any additional costs should delivery dates that have been agreed in a binding fashion not be met for reasons caused by the Customer. If Swiss Safety Center does not meet a binding delivery date, the Customer must remind Swiss Safety Center in writing by registered letter and set an extension of at least 15 working days for the order to be fulfilled. If a subsequent delivery or rectification by Swiss Safety Center is not possible within the extension period, the Customer may withdraw from the contract, and with the exclusion of further claims shall be entitled to a refund of payments that have already been made for services that have not been rendered.

4 Training sessions and classes

The content and scope of training shall be governed by the individual agreements and also in particular by the offer, the order confirmation and the course descriptions.

Swiss Safety Center is free to decide the content and the conduct of training as well as the requirements for the participants. The designation of instructors is not binding.

Training and teaching materials are included in the price of the training unless otherwise expressly stated in the announcement. Lunch is also included in day-long courses.

Course registration can take place in writing (by letter, e-mail or fax) or online. Registrations will be processed in the order they were received. A course is considered to have been booked when it has been confirmed by the Swiss Safety Center in writing. Unless otherwise requested by the Customer, the confirmation is given by e-mail.

The course prices published do not include VAT. The course costs must be paid within 30 days from the date of the invoice, but at the latest before the beginning of the course. Participants are only permitted to attend the course if they have paid in advance.

Cancellations of courses that have already been booked must be issued in writing. In these circumstances the following costs will be charged:

- no cost if cancellation is received more than 4 weeks before the beginning of the course,
- 50% of the course costs if cancellation is received between 4 and 14 calendar days before the beginning of the course,
- 100% of the course costs if cancellation is received within 14 calendar days before the beginning of the course as well as in the event of no-shows.

In the event of a last-minute cancellation, the participant has the right to name a substitute as long as the substitute complies with the terms of participation.

This regulation also applies in the event of cancellation due to illness, unless the impossibility of participation in the course is proven by a medical certificate. In this case it is possible to attend the course at a later date, whereby the full course fees are due. If this option is not used, the above-mentioned cost regulation shall apply.

Swiss Safety Center is entitled to make adjustments to the course programme as well as to postpone or cancel courses in case of an insufficient number of participants, illness of an instructor or for other reasons. In these cases immediate notification is given. If a course is cancelled, the course costs will be reimbursed in full. If a course is postponed, the registration will be transferred to the next available course date. The Customer may reject this new date and, in this case, has the right to a full refund of the course costs.

5 Customer involvement

Active involvement from the Customer is essential for the successful provision of the services of Swiss Safety Center. The Customer is obliged to undertake all necessary preparatory and cooperative activities. In particular, the Customer is obliged to provide Swiss Safety Center with the access opportunities and the information necessary in a timely and complete manner for fulfilment of the contract.

Unless otherwise agreed, the Customer shall make the necessary resources available if Swiss Safety Center provides its services at the Customer's premises. The Customer is obliged to make sure that the relevant legal and regulatory requirements are adhered to, e.g. including with regard to occupational health and safety and environmental protection. If Swiss Safety Center should observe special regulations concerning safety and environmental protection, the Customer must expressly inform Swiss Safety Center to this effect in writing and in a timely fashion.

The Customer acknowledges that it has been informed about the methodology, procedure, project organisation and the expected results and consents to them.

The Customer shall inform Swiss Safety Center of special requirements and events, as well as legal, official and other regulations which are of importance for implementing Swiss Safety Center's work.

If the Customer fails to meet its contractual obligations, in particular its duties and obligations to cooperate, either entirely or in a timely or proper manner, it bears responsibility for all consequences thereof. Any additional costs that result therefrom must be borne in full by the Customer. Compensation for further damages arising from this is expressly reserved.

6 Payment

The Customer is obliged to pay the fees and the expenses for services rendered by Swiss Safety Center in time.

Swiss Safety Center's expenses and costs are defined in the individual agreement or in the offer. All prices and hourly rates quoted are exclusive of VAT and any other duties. Cash expenditures, expenses (e.g. travel expenses, accommodation, meals) and the procurement of special equipment will be charged on to the Customer. In case of early termination of the contract, the Customer is not entitled to reimbursement.

Swiss Safety Center's reports are written in the agreed language. Requested translations will be charged at the customary rates.

Unless otherwise expressly agreed in writing, the amount is due in Swiss francs and payable net within 30 days. Thereafter, default interest at the rate of 5% per annum is payable as well as a dunning charge. The Customer recognises the right of Swiss Safety Center to collect dunning charges and interest on arrears for late payments.

If the Customer is in default, Swiss Safety Center may, at its sole discretion, make the provision of other services dependent on the settlement of outstanding invoices or on the completion of advance payments by the Customer, or Swiss Safety Center may automatically withdraw from the contract and deny access to the portal. Swiss Safety Center AG reserves the right to claim damages.

Swiss Safety Center may adjust the prices insofar as it observes a notice period of at least as long as the notice period agreed in the contract. If prices are increased, the Customer is entitled to terminate the contract within 30 days of the price increase being announced. If the contract is not terminated, the new prices shall be deemed to have been accepted by the Customer.

Swiss Safety Center's offers are based on information and documents made available at the time when the offer is prepared. If a fixed fee was agreed for providing a service and if Swiss Safety Center was not provided with all the technical and organisational information required to make an offer or if these have changed after an offer has been made, an increase in the payment stated in the offer is expressly reserved. The same applies to the aggravation or extension of the work due to subsequent requirements made by the Customer or due to the occurrence of special circumstances which could not have been foreseen at the time the offer was made.

Swiss Safety Center will charge at the currently valid hourly rates for all services not expressly specified in the offer that have been used by the Customer.

7 Liability and warranty

The Customer is responsible for any damages incurred due to breaches of duty on its part, in particular due to non-fulfilment or late or poor fulfilment of its obligations to cooperate. Swiss Safety Center excludes any liability in this respect and expressly reserves the right to make claims for damages.

Swiss Safety Center is liable to perform the services agreed upon in accordance with the contract. Swiss Safety Center has taken out a business liability insurance policy in the event of justified liability claims made by the Customer. The amount of any compensation is restricted in each event to the payments made by the business liability insurance. Swiss Safety Center shall not be liable for any indirect or consequential damages, such as loss of profits, loss of data or loss of reputation.

Swiss Safety Center shall not be liable for the provision of services that must be temporarily interrupted or stopped due to force majeure. Events of force majeure shall be deemed to be, in particular, significant unforeseeable disruptions to operations, flu cases, pandemics, accidents, labour disputes, official measures, instructions of the authorities, particularly intense natural disasters, acts of war and riots.

Articles and content found on online portals and in Swiss Safety Center's online tools may originate from Swiss Safety Center, external experts or other Customers. Content and contributions made by third parties do not necessarily reflect the views of Swiss Safety Center itself. Swiss Safety Center assumes no liability or warranty for these contents.

8 Intellectual property

Unless otherwise agreed in writing, all copyrights are the sole property of Swiss Safety Center and shall be transferred to Swiss Safety Center, insofar as and to the extent that they do not originate from the Company in any case. During the contract period, the Customer has a right to use the work results that have been specified for him.

The Customer shall only be entitled to disseminate the results of Swiss Safety Center's work, to reproduce, distribute, modify or link the content, services or software with Swiss Safety Center's prior written consent. The Customer is entitled to print, copy or alter test results and reports for use in and for the company.

The use of documents created by Swiss Safety Center for purposes other than those agreed in the contract is only permitted with the prior written consent of Swiss Safety Center.

Swiss Safety Center is entitled to request payment for any use of its work that extends beyond what has been agreed in the contract.

Swiss Safety Center is entitled to use ideas, concepts and procedures in relation to operational risk management which it has gained in the implementation of the services, either alone or in collaboration with the Customer's staff, for providing other Customers with services of a similar nature. However, the Customer's secrets must be protected in all cases.

9 Privacy policy

Swiss Safety Center strictly complies with data protection legislation and, in particular, data processing principles. It stores personal information for the purpose of fulfilling contractual obligations. Swiss Safety Center employees have received appropriate training and are fully aware of the sensitivity of the topic. The Customer acknowledges that it has been informed of the methods that Swiss Safety Center uses in handling data and that it agrees with them.

The Customer shall undertake to comply with data protection legislation. If Swiss Safety Center should observe any special regulations concerning privacy and data protection, the Customer must expressly inform Swiss Safety Center of this in writing in advance.

The Parties shall take appropriate technical and organisational measures to ensure the security and integrity of data. In addition, the Parties undertake to delete the data when they are no longer needed.

10 Confidentiality

The Parties undertake to keep secret and confidential mutually entrusted information and data, business and trade secrets and expertise. If the Parties enlist employees and/or external partners for the provision of services, then they must also commit to maintaining confidentiality. This obligation will remain in effect as long as there is a legitimate interest, even after the termination of the contract.

Swiss Safety Center is entitled to cite the Customer as a reference in offers and in advertising (in particular also on the online portals) if the Customer does not provide notification to the contrary in writing.

11 Miscellaneous and final provisions

Modifications and supplements to agreements and offers as well as termination and any warnings are only valid if made in writing.

The Terms and Conditions in their present form shall apply for the contractual relationship agreed with the Customer. A change to the Terms and Conditions made by Swiss Safety Center is only considered binding when the Customer has agreed to the new version in writing. The current Terms and Conditions are available on the Internet at www.swissafetycenter.ch.

Should parts of these Terms and Conditions be void or become ineffective, the remainder of the Terms and Conditions shall continue to apply. The Parties shall fill any gaps with provisions that most closely approximate the invalid provision both legally and in economic terms.

The Terms and Conditions of Swiss Safety Center are available in the German language version as well as in translations in several languages. In the case of contradictions, the German version shall take precedence.

The settlement of mutual claims requires the written consent of the Parties.

The undersigned individuals confirm with their signature that they have the authorisation necessary for the signing of this agreement.

The Parties undertake to transfer all rights and obligations under these Terms and Conditions to any legal successors.

Swiss Safety Center is entitled to assign the rights and obligations under the contract, in whole or in part, to one of its affiliated companies.

In the event of potential differences and conflicts, the Parties are obliged to immediately arrange a meeting to discuss further proceedings with the aim of finding an amicable solution and to avoid any dispute. The Parties shall endeavour to find an out-of-court solution, if necessary also with the participation of a mediator.

The sole place of jurisdiction for disputes arising from contracts which are concluded on the basis of these Terms and Conditions between Swiss Safety Center and the Customer shall be Wallisellen, where Swiss Safety Center has its registered office. Swiss law shall apply under exclusion of the Vienna Convention on the Sale of Goods.