

GENERAL TERMS AND CONDITIONS of SL Swiss Lloyd GmbH (hereinafter referred to as SL) for independently contracted services, in particular testing, expert's advisory services and certification

1 General Information

1.1 SL supports, reviews and provides expert opinions in the development and the production of products as to safety, quality and usability, and audits management systems. SL issues safety and quality certificates.

1.2 In the event that an order is placed, the customer shall accept the General Terms and Conditions, the SL Testing and Certification Regulations and the Price List which apply at the time when the order is placed. As a rule, deviating General Terms and Conditions of individual customers will not be honoured.

1.3 Ancillary agreements, promises and other statements made on the part of SL staff or the experts called upon by them shall be binding only if they are expressly confirmed and in writing. This shall also apply to any modifications of this clause.

2 Executing Orders

2.1 Orders accepted by SL shall be executed and/or expert opinions shall be prepared in accordance with recognized technical standards observing the state of the art and – insofar as contrary agreements have not been reached in writing – following the customary handling practiced by SL. In order to perform its services, SL may contract third parties, in particular experts. Services not performed directly by SL's permanent or freelance staff require the client's approval. No responsibility shall be assumed for the correctness of the guidelines and standards on which testing is based unless otherwise expressly agreed and put in writing.

2.2 The scope of the work performed by SL shall be specified in writing when the order is placed. If changes or extensions of the specified scope of the order result during proper execution of the order, then they shall form the subject of an advance agreement in writing. In this case the customer shall be entitled to cancel the contract, if it would no longer be reasonable to expect that the customer adhere to the contract with regard to the changes or extensions.

2.3 The rights and obligations of the customer (e. g. provision of technical documents and objects for tests in due time) shall be specified in writing at the time of contracting.

2.4 The contractual services of SL shall be deemed as having been furnished and completed with preparation of the respective final reports or expert opinions and –where applicable – the issuance of certificates. Test objects under custody of SL will be returned at the client's expense.

3 Deadlines, Delay, Impossibility of Performance

3.1 The deadlines indicated by SL shall not be binding unless they are expressly agreed upon in writing.

3.2 If, after the service becomes due, the customer grants SL an appropriate grace period and if SL allows this period to elapse or if it becomes impossible for SL to provide the service, then the customer shall be entitled to cancel the contract.

4 Warranty, Liability

4.1 The warranty granted by SL covers only the services expressly contracted in accordance with subclause 2.1. Each report pertains only to the object actually examined or tested; it may not be applied to objects of the same kind. Thus SL does not warrant for the correctness and operability of the respective overall facilities to which the examined or tested parts belong; in particular, SL shall not be responsible for the design, choice of materials and construction of the facilities or installations examined unless such questions form the express subject matter of the contract. Neither the warranty nor the legal responsibility of the manufacturer shall be limited or taken over in the latter case.

4.2 The warranty provided by SL shall initially be limited to subsequent performance within an appropriate period. If subsequent performance fails, i.e. it becomes impossible or unreasonable for the customer or in the event of unauthorized refusal by SL or undue delay, then the customer shall, at his discretion, be entitled to demand a reduction in the remuneration or cancellation of the contract.

4.3 The warranty period shall amount to one year starting from passage of the risk, i.e. as of acceptance of the works.

5 Other Liability

Except in cases of intention and gross negligence, any claims asserted on the part of the customer for direct, indirect and consequential damages – for whatever legal reason – shall be excluded, insofar as such exclusion is in compliance with the applicable legal provisions. This shall also apply to the personal liability of SL staff, their executing aides and, in particular, experts.

6 Terms of Payment and Prices

6.1 Services shall be charged in accordance with the price list that is valid upon the conclusion of a contract, insofar as a fixed price has not been expressly indicated in writing or another basis of assessment is agreed upon. If there is a period of more than 4 months between conclusion of the contract and completion of the works and if there has been a price increase in the meantime, then the modified prices shall be used as basis of calculation as of the 5th month.

6.2 Appropriate advances on costs may be required and/or partial invoices may be submitted in accordance with services already furnished.

6.3 The fees invoiced in accordance with subclause 6.2 and/or the final invoice after acceptance of the works shall be payable within 14 days after billing, insofar as no other agreement has been reached. After expiration of this period of time, the customer is in delay of payment. SL shall be entitled to charge interest of 8 percentage points above the basic CHF LIBOR interest rate during any delay on the part of the customer for an open invoice amount.

6.4 The respective fees do not include the legally valid value added tax. The value added tax is shown separately in the invoice.

6.5 Objections to SL invoices shall be communicated and justified in writing within a fixed period of 14 days following receipt of the invoice. Otherwise, invoices are considered to have been accepted.

7 Obligation to Maintain Secrecy, Copyright, Data Privacy Protection

7.1 SL, its staff and any experts which may be called in shall not disclose or use trade and business matters concerning the client about which they have gained knowledge during the performance of their work without proper authorisation. SL may, however, reveal such matters to subcontractors necessarily employed in context with the execution of the contract. Furthermore, should the inspection performed provide evidence that important public interests or legal regulations are being violated, SL is entitled to report the incident to the authorities concerned.

7.2 SL shall be authorized to make file copies of written documents which have been made available to it for review and which are important for processing the order.

7.3 Insofar as expert opinions, test results, calculations, etc. are prepared in the course of processing the order which are subject to the protection of copyright, then SL shall grant a simple, non-transferable right of use to the customer, insofar as this is necessary and in accordance with the contractually presupposed purpose. This right of use is conditional upon payment of the invoices issued by SL in accordance with clause 6. Other rights shall not be transferred; in particular, the customer shall not be entitled to modify expert opinions, test results, calculations or the like (edit) or to make use of such beyond his business activities.

7.4 The use of reports prepared by SL in publications and/or for advertising purposes of any kind, whatsoever, requires prior written approval by SL and is subject to payment of fees. Such approval may include conditions. In the scope of an advertising approval granted, SL is released from imposed secrecy.

7.5 SL processes and uses personal data exclusively for own purposes. It also uses automatic data processing systems for this purpose. In order to fulfil the data security requirements, it has taken technical and organizational measures which ensure the security of the data and the data processing operations. SL staff involved in data processing are obliged to strictly comply with all data protection regulations.

7.5 The client is entitled to examine his data after prior coordination with SL.

8 Jurisdiction, Place of Performance, Applicable Law

8.1 The exclusive place of jurisdiction for the assertion of any claims for both parties to the contract shall be Triesen, Fürstentum Liechtenstein. SL may also take legal actions against the client at his place of residence/business.

8.2 The place of performance for any obligations arising out of this contract shall be Triesen, Fürstentum Liechtenstein.

8.3 The contractual relationship and all attendant legal relations shall be exclusively governed by Liechtenstein law under the exclusion of international conflict law and the United Nations (Vienna) Convention on Contracts for the International Sale of Goods (CISG).

Effective September, 2013