

General terms and conditions

1 Scope of application

The below general terms and conditions (GTC) govern the foundational, generally applicable mutual rights and obligations between Netree AG (hereinunder Netree) and its customers within the framework of agreements for the purchase of merchandise, as well as the performance of IT services (hereinunder service), insofar as no other arrangements have been made in writing as part of the respective legal relationship. Oral agreements are invalid.

2 Conclusion of contract and cancellation

The agreement is concluded when Netree has confirmed the order (merchandise) or instruction (service) in writing after the standard processing period of up to five days, or delivers the merchandise, or performs the service, after receipt of the order/instruction. If Netree agrees to a cancellation or reduction, the customer shall bear such costs as Netree has already incurred, or that it incurs as a result of a price increase following reduction. Orders of merchandise outside of the standard range cannot be cancelled. Netree does not offer reimbursement of prepayments, so long as it capable of contractual performance.

3 Performance and Delivery

The ordered merchandise shall be ready for collection at Netree's premises. If the merchandise is delivered to the customer, related transport- and packaging costs are charged to the customer. After previous consultation with the customer, Netree is entitled to instruct competent third parties for the performance of services. Netree reserves the right to adapt the service if required, or for good reason. Effective working time is substantiated by a work report. The time an employee of Netree works for the customer, or is at the customer's disposal, counts as working time, irrespective of the location where the service is performed. Netree shall have access to all available information, installations, as well as any other necessary support and access to the system environment, for the performance of the contractually agreed services, unless contractual obligations vis-à-vis third parties are thereby breached. The delivery- and performance dates referred to by Netree (hereinunder delivery schedules), as well as delivery- and performance schedules (hereinunder delivery schedules) are non-binding. All delivery dates, including those that are agreed as binding, are subject to correct and timely delivery to Netree by third parties, and exclusion of unforeseen adverse events. In case of force majeure and other unpredictable, unusual and involuntary circumstances, the Netree's delivery schedule by the duration of such events, as well as an appropriate starting period, if such events prevent Netree from the timely performance of its delivery obligations. Should the delivery become unfeasible or unreasonable, Netree is released from its delivery obligation. Should delivery be delayed by more than two months, the principal is entitled to withdraw from the contract. To the extent

possible, Netree shall give timely notice of service interruptions that are necessitated by maintenance works, introduction of improvements etc.

4 Limitations

The customer shall be notified by the Netree employee of services not offered by Netree before they are performed, and the customer shall give instruction thereof.

5 Prices / conditions / payment

All quotations are to be understood as exclusive of VAT and other levies as applicable. Price modifications of the manufacturer are expressly reserved. Netree is entitled to modify prices at any time. Rebates and discounts are only granted with a specific agreement. Deployments outside of business hours (sh. www.netree.ch), as well as public holidays, are subject to special conditions. Surcharges for Saturday and night work generally amount to 50%, for Sundays and public holidays 100% of the agreed rates. If the customer falls behind with payments, Netree is entitled to suspend all performance of existing contracts with the customer. In case of late payments, dunning costs of CHF 20.00 per demand note, as well as 5% interest on arrears from due date are payable.

6 Retention of title

The goods supplied shall remain the property of Netree until full payment has been made. Netree is furthermore entitled to make an appropriate entry in the retention of ownership register.

7 Liability

Netree is liable for personal injuries and damage to property up to the price of the defective merchandise or service. In case of a recurrent service (maintenance etc.), an annual fee shall be considered the price of the service. Any liability for financial damages such as loss of profit, unrealised savings, customer's own expenditures, third party recourse claims, delay damages, damages resulting from the commercial use of merchandise, and for costs resulting from the involvement of third parties, is excluded as far as permissible by law. Netree's liability for the recovery of data is excluded, unless their destruction was caused wilfully or through gross negligence and the customer has ensured that such data can be reconstructed on the basis of data material that is available in machine-readable form, at a reasonable cost.

8 Protective rights

The customer recognises the protective rights of the creators of programmes and associated documentation and will leave the relevant protective rights notices in place unaltered. Ideas, concepts, experiences and methods relating to data processing that have been developed in the course of the service performance under this agreement by Netree personnel alone, or in collaboration with employees of the customer, are joint property of both par-

General terms and conditions

ties and can be used in any manner. However, the customer undertakes not to make such information accessible to third parties, or publish such information, in whole or in part. Unless he has Netree's written agreement to do so.

9 Data protection

Netree and the customer undertake to treat all confidential information as such, and not to disclose it to third parties. Furthermore, the parties undertake to take all measures necessary to protect data from unauthorised access of third parties in case of direct connection of computers, or during fieldwork.

10 Guarantee and warranty

The manufacturers of merchandise have assured that Netree is authorised to sell the merchandise to third parties and that no applicable protective rights of third parties are infringed by such sales. Netree does not guarantee the absence of faults and defects in delivered merchandise vis-à-vis the customer. This is incumbent upon the manufacturer. If a warranty claim is made by the customer, Netree shall liaise with the manufacturer on the customer's request. The warranty claim expires altogether if defects occur as a result of inadequate care or improper operation by the customer. The warranty does not include the removal of defects that occur as a result of normal wear and tear, external influences, operating errors, or other improper handling. The warranty lapses as soon as the customer or a third party alters the merchandise, or instructs others to alter the merchandise, without authorisation. In case of obvious, systemic defects, a list of deficiencies must be sent to Netree within seven days in writing. After expiry of that period, the merchandise shall be considered approved.

11 Poaching

For the duration of current orders, the customer undertakes not to enter into an employment relationship, or similar legal relationship, with a Netree employee. In case of violation, the customer shall pay damages to the amount of at least one year's salary of the respective employee per individual case by way of contractual penalty. We reserve the right to assert a claim for further damage.

12 Final provisions

The rights and obligations resulting from this agreements cannot be transferred in whole or in part without the prior written consent of Netree. These GTCs are binding at all events. In particular, they are applicable even if they differ from those of the business partner.

Should a provision be or become wholly or partially invalid, the present agreement remains otherwise effective. The invalid provision shall be reinterpreted in such a way that the intended economic purpose is served to the greatest possible extent. The same applies to any interpretations or amendments that may become necessary.

These GTCs are subject to Swiss law. For cases not provided for in these GTCs, the Swiss Code of Obligations, as well as the Federal Privacy Act, shall apply. The place of jurisdiction for any legal disputes is Olten, SO. However, Netree may also sue the customer at the competent court for his place of business or domicile.

Netree reserves the right to modify these GTCs at any time. In this case, the modified GTCs shall apply to all instructions and orders made after their publication. SLAs, packages (subscriptions) and maintenance contracts, licence agreements and EULAs are integrating components of these GTCs.