

General business conditions

A. Scope of application

This GBC regulates the basic relationship between the company, Itartis AG (following noted as »Itartis«) and their client (following noted as »CLIENT«), as far as this relationship and the regulations, or parts thereof are not specifically defined in a separate written contract. The CLIENT accepts that in the case that there is a need to consult the GBC from the CLIENTS side, that whatever the case, the here defined GBC from Itartis will take legal priority and in no case any business conditions created by the CLIENT.

B. Period of validity

This GBC comes into effect from the 1st of January 2009 and is valid at the latest from the start of a business relationship between Itartis and the CLIENT. All previously valid GBC are now without exception superseded. The GBC stated here are valid for an unlimited period of time.

Itartis reserves at all times the right to alter the GBC. Changes to the GBC will be transmitted to the CLIENT in a suitable manner. Should the CLIENT feel significantly disadvantaged as a result of changes to the GBC, he then has the right to terminate the contract with Itartis per inception of the altered GBC. The right of termination expires on the inception of the changes to the GBC.

The terms of this GBC retain their validity beyond the end term of the business relationship between the relevant parties.

C. Client responsibilities

The CLIENT will provide without charge and in a timely manner, all of the essential and necessary resources to enable Itartis to deliver its services. This refers in particular to specifications, documentation, information, computer time, data carriers, work equipment, system access, results, etc.

Before the provision of services, the CLIENT is obliged to inform Itartis to the best of their knowledge in relation to licensing rights of third parties, to avoid any possible injury of rights.

During the provision of services the CLIENT is obliged to inform Itartis to the best of their knowledge, in relation to any data which would make impossible, interfere with, bring into question, or lead to unsuitable solutions being carried out in relation to the the delivery of services.

The CLIENT supports Itartis in all required areas, in order that Itartis can provide their services within the mutually agreed timetable. Any scheduling changes must be discussed with Itartis providing suitable advance notice.

The CLIENT is responsible for providing suitable care in the training, monitoring and control of their employees, in so far as these are involved in work occurring in relation to the provision of services resp. as far as results or services are a cause thereof.

D. Payment / bill submission

So far as the details of the bill submission for services received, products and expenses are not defined in the separate CLIENT contract, then the current valid Itartis price will take precedence, these services will be charged in relation to the date when they have been pro-

vided by Itartis. It is the responsibility of the CLIENT to inform themselves concerning current Itartis rates, before the take up of services. One employee day resp. working day is equal to eight working hours. Products required or all inclusive services should in principle be paid in full before their installation, resp. their provision of services. Services provided on a time and material basis will be billed monthly.

Generally not included in the price are expenses and incidental costs i.e for travel, , trips, overnight stays, material, postal charges, data transfer, etc.

When not otherwise stated, all prices are in Swiss Francs (CHF). The prices are understood as being exclusive of any tax (i.e V.A.T) and other legal duties or fees. Tax, duties or fees which arise as a result of the closing or fulfillment of duties, are to be wholly charged to the CLIENT account.

All invoices are payable exclusive of deductions by the due date (valuta). Should a due date of payment not be stated, then the payment should be carried out at the latest 10 days from the date stated on the invoice.

Should the CLIENT not pay the full invoice amount by the payment date resp. within the payment period, he is then immediately considered as being in a state of default of payment. In this case Itartis is permitted to claim interest on late payments of 6 % p.a.

Should no written notice be received by Itartis from the CLIENT, then an invoice is considered as accepted by the CLIENT on passing of the due date.

E. Warranty

The warranty in the case of defective title of products, takes into consideration that the transfer to the agreed type of warranty for the CLIENT, results in no injury to the rights of third parties. Itartis guarantees in this regard a supplementary service by the creation for the CLIENT of a legally unobjectionable opportunity for the usage of the product, this through alteration or a swap against a redesigned

product of equal value or possibly in the case of Itartis defending or regulating property rights claims of third parties against the CLIENT. The CLIENT must nevertheless provide without delay and in writing, information to Itartis should third parties make claim in relation to property rights against Itartis.

In the case of third party products, warranty is provided by the relevant manufacturer, excluding any further or other warranty or liability of Itartis

In the case of products provided by Itartis their is a conclusive warranty period of 3 months after installation date.

For introductory services, Itartis provides a conclusive warranty period of 3 months from the date of service handover to the CLIENT. Itartis institutes the handover by providing the CLIENT on completion of the work, written notification of the results. Should this remain undone after notice of completion of the handover, within a period of 30 days, then the services are with the expiration of this deadline considered as being accepted by the CLIENT.

Any defects noticed during the handover or the warranty period should be protocolled by the CLIENT and provided to Itartis in writing.

During the warranty period the CLIENT has instead of the rights of claim to warranty, in relation to legal obligatory rights, only and exclusively the right to demand product improvement.

Should Itartis after expiration of the time extension (at least 90 days after the written defect notification) not succeed in providing evidence of the fulfillment of the criteria defined, then the CLIENT can by presentation of negligence caused by Itartis, exclusively claim for a direct replacement for any damage caused. The warranty includes neither the set-up or the increased expenditure resulting from outside influences, false handling, or grounds which fall under the responsibility of the CLIENT.

The CLIENT has no claim over and above those included in these regulations.

Itartis is excused from any warranty, when a warranty related legal claim has resulted from any of the following:

- The product has been altered by either the CLIENT or a third party not contracted by Itartis.
- The valid functional and operational state at the point of handover, has been altered, or has not been taken into consideration during operation, by either the CLIENT, or resp. persons contracted by the CLIENT without the written agreement of Itartis.
- The work results have been altered by the CLIENT or resp persons contracted by the CLIENT without the written agreement of Itartis.
- Injury has been made to the responsibility of co-operation or provision of information.

F. Rights

Various property, authorial, patent, and distribution rights of Itartis products or parts thereof, which have existed before contract signing, or arise due to the fulfilment of the contract, remain with Itartis or are definitively transferred to Itartis. This is particularly in reference to individual work results manufactured by the CLIENT, or through future versions of products delivered to the CLIENT.

Licenses provided to the CLIENT by Itartis are solely authorised for internal company use, for individually manufactured work results originating from these products and this so far as a licensing agreement has been signed between Itartis and the CLIENT. The CLIENT is in no instance permitted to use or distribute for commercial or external purposes outside of the company either Itartis products or parts thereof, or individually manufactured work results.

Itartis retains the rights to use or distribute, the know-how, idea, procedures, concepts and methods which result or have been generated from the provision of services (whether alone or mutually with the CLIENT) without limita-

tions. The intangible property rights, in particular the copyright remains with Itartis.

G. Liability

For any damages originating from the CLIENT or resulting from the fulfilment of this contract (i.e wrongful fulfilment of contract, injury to responsibility of care, property warranty) through Itartis, their employees or assisting persons, self inflicted direct property or personal injury, as well as the resulting asset damage, Itartis will carry a liability up to a maximum of 5 mill. Swiss Francs and for the orderly restoration of any secured data, a maximum amount of 1 mill. Swiss Francs. The liability carried by Itartis for asset damage does not cover claims resulting from subsequent causes and is excluded within the permitted legal coverage:

- Loss of data due to wear and tear on the hardware, damage or malfunction of the IT equipment used, or due to disruption of the data transfer whose cause lies outside of Itartis area of responsibility.
- Any damages in relation to e-banking and provider services that result for instance from outside third parties, carrying out manipulative attacks through the internet on computers during data transfer (i.e hacker attacks). Also for instance security services such as the installation of a firewall in relation to its protection function are not covered..
- Damages resulting from the manufacture, introduction, installation, handover, providing availability, maintenance, modification or license handover of software for systems in relation to stock market, currency applications, human medicine measurement and control systems as well as systems for air and space flight security.
- Damages caused by software for machine process steering and storage automation.

Every liability or responsibility of Itartis, their employees or other assisting persons, from or in relation to the signed contract between Itartis and the CLIENT and the results achieved

from said contract, as well as from the testing of programmes, from the recovery of unsecured data and for indirect or from resulting damages, such as loss of profit, not realisable savings, additional expenditure incurred by the CLIENT or claims of third parties are as far as legally permissible explicitly excluded.

Itartis is not liable, when from causes outside of their control they are hindered in carrying out a timely and professional standard of services which are defined in the signed contract between itartis and the CLIENT. The additional time required for the carrying out of these services will be equivalent to the amount of time lost by the causes outside of Itartis control.

H. Further Regulations

Should individual regulations from this GBC, or parts of said regulations become null and void or prove to be ineffective, this does not cause a change in the regulatory validity of the contract. In this case the regulations should be amended to enable as far as possible the achievement of the intended goal, in spite of the inclusion of this the null and void or ineffective part of the regulations.

The CLIENT cannot offset his own debts with equivalent demands against Itartis without Itartis written agreement.

This GBC is under the control of Swiss law, to the exclusion of any legally binding dispute taking place at the effective date of signing, relating to national or international agreements or treaties i.e the United Nations agreement concerning contracts regulating the international sale of goods or the Haager right of sales agreement). Itartis as well as the CLIENT is responsible in cases of difference of opinion in relation to these GBC with goodwill to attempt to reach an amicable agreement.

Should, in spite of the best efforts of both parties no agreement be reached in this manner, then the court of law at Itartis location will, without exception be responsible for decisions in relation to any disputes included or arising from these GBC, excluding the condition that Itartis reserves the

right to prosecute the client at their seat of office.