



Terms and conditions

1. Subject matter

These terms and conditions set out the rights and obligations of contractual parties for orders placed with Neosys AG. They provide the basis for appropriate remuneration for Neosys AG's services and employees.

2. Applicable law and order of precedence

- a. The legal relationship between the contractual parties is subject to:
 - The agreement concluded between the parties
 - These terms and conditions, provided the parties declare them to be applicable
 - Swiss law
- b. This order of precedence also applies if individual provisions prove contradictory, subject to any mandatory provisions of Swiss law.

3. Duties and authority

- a. Neosys AG shall protect the Client's interests to the best of its knowledge and ability, taking consideration of generally accepted knowledge within its specialist fields.
- b. Neosys AG shall not accept private benefits from third parties such as contractors or suppliers. It will treat any knowledge acquired in the course of fulfilling an order confidentially and will not use this information to the Client's detriment.
- c. The content and scope of Neosys AG's powers of representation are determined by the agreement. In cases of doubt, Neosys AG shall obtain instructions from the Client regarding any measures with legal implications and any directives with significant scheduling, quality or financial implications. Neosys AG is authorised to act on the Client's behalf in dealings with third parties, such as public authorities, contractors, suppliers and other commissioned parties, with respect to activities that typically have a direct connection to the fulfilment of the order.
- d. Neosys AG must alert the Client to the consequences of his instructions, in particular with regard to deadlines, quality and costs, and warn him if a particular directive or request would be inexpedient. If the Client insists on the directive or request despite this warning, Neosys AG shall not be held responsible for the consequences.
- e. Neosys AG may engage suitable agents to help it fulfil its contractual obligations. Neosys AG is responsible for the work of these agents.

4. Responsibility of Neosys AG

If Neosys AG fails to correctly fulfil the order for reasons of its own fault, it must compensate the Client for any direct losses incurred as a result. This applies in particular to breaches of its duty of care and fidelity, breaches of or failure to observe accepted rules in its specialist field, lack of coordination or supervision, or inadequate cost accounting.

5. Liability

Neosys AG accepts no liability for the performance of independent third parties directly contracted by the Client. For work for which a dangerous goods safety adviser is required, Neosys AG accepts no liability for consequential financial losses.

6. Period of limitation

The period of limitation for claims arising from the agreement is ten years. For expert reports, this period commences upon delivery of the report.

7. Copyright

Payment of the fee entitles the Client to use the results of Neosys AG's work for the agreed purpose. In all other respects, Neosys AG retains copyright to its work.



8. Retention of documents

- a. Original documents remain the property of Neosys AG. These original documents, or copies thereof in another suitable, reproducible form, will be retained for ten years from the termination of the order.
- b. The Client may make copies of these documents.
- c. For other provisions, the Neosys AG privacy policy shall apply.

9. Publications

- a. Neosys AG is entitled to publish its work, subject to protecting the Client's interests.
- b. It is also entitled to be credited as the author in any publications of its work by the Client or third parties.

10. Remuneration principles

The fee shall be commensurate with the rendered service. The full agreed fee is only payable for a service rendered in accordance with the agreement.

11. Payment conditions and invoicing

- a. Invoices must generally be paid within 30 days of issue.
- b. The parties can agree to periodic and final invoicing based on services rendered.
- c. Neosys AG is entitled to payments on account in the amount of at least 90% of the rendered service.
- d. In special cases, Neosys AG can require security for its fee or a suitable advance payment.

12. Cancellation and termination

- a. To the extent that the agreement is subject to contract law, either party can cancel or withdraw from the agreement at any time.
- b. If the Client cancels the agreement, he must pay Neosys AG for any contractual services rendered prior to the cancellation and also compensate it for any evidenced additional costs incurred up until that point.
- c. In the event of untimely cancellation through no fault of Neosys AG, it can request, on top of the fee for the already-rendered contractual services, an additional amount equivalent to 10% of the fee for the cancelled portion of the order, or more if it can demonstrate a loss greater than this amount.
- d. If Neosys AG cancels the agreement, the Client must pay the fee for any contractual services rendered prior to the cancellation as well as compensating it for any evidenced additional costs. In the event of untimely cancellation, the Client can claim compensation for any demonstrable loss.

13. Interruption of work

- a. In the event of a prolonged, unforeseen interruption not caused by Neosys AG or a significant delay in the fulfilment of an order, then Neosys AG is entitled to compensation for any loss incurred if the delay is attributable to the Client.
- b. If the delay means that previously completed work will need to be revised or redone when work recommences, a separate fee will be charged for this additional work.

14. Data protection

The provisions of the Neosys AG privacy policy apply.

15. Courts

Courts of ordinary jurisdiction shall be responsible for adjudicating any disputes between the contractual parties.