

**General Terms and Conditions of 3S Management AG
valid as of 01.01.2018**

1. Preamble

For all services of 3S Management AG, regardless in which country they are rendered, the following terms and conditions are applicable.

2. Services of 3S Management AG

- 2.1 3S Management AG commits to render the services, which are specified in the contract and apply all due care in its execution. The precise scope of services is according to the written order. In case additional services are required, 3S Management AG will indicate this to the client. In those cases the order will also be extended in that way that the customer requests or accepts additional services.
- 2.2 3S Management AG assumes that the provided or communicated information, transferred documents or forwarded figures for the assignment are accurate and complete. 3S Management is not obliged to review the correctness, completeness or compliance nor to conduct further research on its own unless specified otherwise.
- 2.3 All accepted timelines will be agreed and met to the best of the knowledge and discretion of 3S Management AG. Committing to specific timelines is not binding and does not put the client in the position to terminate nor ask for any compensation or make any other claims. In case of force majeure or other interference, which strongly complicates or make it impossible for 3S Management to render the services, 3S Management is entitled to adapt timelines, partly or full withdraw from the contract.
- 2.4 3S Management AG can subcontract the accepted contractual assignments or part of them to be executed by third parties. In this case, 3S Management is responsible for the due care in the choice and instruction of the mandated third party.

3. Co-operation obligation of the client

- 3.1 The client takes care, that the organisational setting at the client´s locations supports a good progress of the assignment without interruption.
- 3.2 The client will hand over all documents, which are important for the completion of the assignment, in due time, truthfully and in its completeness.
- 3.3. During the term of the contract, the customer shall not appoint other consulting or management firms for the tasks that lie within the scope of responsibility of 3S Management, unless when previously arranged with the latter.

4. Charging rates

The charging rates of 3S Management are defined by contract, either in the contract itself, or in an annex thereof. 3S Management reserves the right to periodically adjust these charging rates. Contractually agreed charging rates however are valid for the execution of all obligations of the contract, if nothing to the contrary has been agreed.

5. Acceptance

After completion of the assignment, the customer must examine the work results of 3S Management immediately. Provided the customer does not make an objection to the work in writing to 3S Management AG within four weeks after delivery, the results are deemed accepted, and 3S Management is from then on responsible only in regard to article 8 of these General Terms and Conditions.

6. Correction of faults and warranty

The warranty period is 3 months. The client has the right for free of charge removal of any faults, which are in relation to the services rendered by 3S Management AG .

7. Confidentiality

- 6.1 Each party, their affiliated companies, employees and if necessary subcontractors commit to treat transferred or shared information as well other internal insights confidential and to use it for the contractual reasons only.
- 6.2 3S Management is entitled to render services also to other customers including those, which are in competition or in business relation with the client, provided 3S Management does not violate its obligations for confidentiality of client information.
- 6.3 3S Management AG is also entitled to keep copies (electronic means included) of the results of the rendered services for evidence and documentation reasons, also after the completion of the assignment respecting the confidentiality clause.

8. Liability

- 8.1 Information, explanations, advices or recommendations given verbally are to the best knowledge and belief. They are only binding, when confirmed in writing.
- 8.2 A warranty or liability for the success of recommended measures of 3S Management or the achievement of specific targets is excluded. This also applies in case 3S Management AG takes over the implementation of aligned or recommended plans and actions.
- 8.3 3S Management AG shall exercise all due care in providing the services. In the event of any breach of the Agreement by 3S Management AG, 3S Management AG shall be liable for the substantiated direct damage caused deliberately or by gross negligence. A liability of 3S Management AG (for any legal reason) is limited to the price agreed in the corresponding contract. 3S Management AG expressly excludes any further liability under the Agreement or on any other legal grounds.
- 8.4 The liability of 3S Management AG is omitted, when the damage is based on incorrect or missing information/documents of the client. The same applies, if the client does not lodge such a claim immediately in writing, latest 7 working days after its discovery or such a claim has not been lodged within 3 months after the delivery of the work.

9. Copyright

- 9.1 3S Management AG reserves it´s rights for all concepts, methods, procedures, models, instruments, knowledge, expertise, presentations , reporting or comparable developed or acquired before or during the assignment.
- 9.2 The client may use those concepts, methods procedures et al only for the purpose, for which they have been intended and contractually agreed. All analysis, reports, interviews etc as well all delivered results of 3S Management AG are exclusively for the use of the client and therefore may not be transmitted to third parties nor published without prior written consent.
- 9.3 The copyright of the work remains with 3S Management AG.

10. Final clause

- 10.1 To be valid, all agreements and legally binding declarations of the contract parties must be executed in written form.
- 10.2 In case a regulation of these General Terms and Conditions proves to be wholly or partly ineffective, the legal validity of the contract remains. In such a case, the invalid regulation will be replaced with a valid and executable regulation corresponding to the original commercial and legal idea.
- 10.3 For all disputes, which are related to the given order, Swiss law applies. Place of jurisdiction is Basel, Switzerland.