



METAS General Terms and Conditions (METAS GTC)

1. Area of application and general information

- 1.1. The METAS GTC shall apply exclusively to all legal transactions between METAS and external clients.
- 1.2. Other GTC shall be expressly excluded, even if explicit reference is made to such, for example in an order or in an order confirmation.
- 1.3. The METAS GTC are publicly available on the Internet at www.metas.ch/AGB_e.
- 1.4. Amendments, subsidiary agreements and supplements shall always have to be made in writing.
- 1.5. Should individual provisions of the METAS GTC be invalid, the validity of the other provisions shall remain unaffected.
- 1.6. The place of performance shall be Wabern.

2 Maintenance of secrecy

- 2.1. All items of information obtained on the basis of the order, in particular operating and business secrets, shall be treated strictly confidentially and shall only be passed on to third parties with the client's consent.
- 2.2. The METAS employees are subject to business and official secrecy in accordance with Article 22 of the Federal Personnel Law (SR 172.220.1) and are obliged to maintain secrecy.

3 Costs, payment terms

- 3.1. The costs (fees) for the services rendered by METAS are in line with the price lists applicable to individual cases or the offers submitted. On a subsidiary basis, the fees and rates of the METAS schedule of costs (SR 941.298.2) shall apply.
- 3.2. Invoices are to be paid within the time for payment stated in the invoice, at the latest, however, within 30 days after tendering the invoice. The decisive currency shall be the Swiss Franc.

4 Warranty and liability

- 4.1. METAS shall execute the order in accordance with state-of-the-art technology and with the greatest care.
- 4.2. METAS shall not assume any liability for damage which occurs in connection with the use of the results of the performance by the client or a third party (consequential damage).
- 4.3. METAS shall only be liable for destroyed or damaged objects of the client's in the case of grossly negligent or intentional action.
- 4.4. In order to safeguard any possible claims and demands, any defects in the execution of the order are to be notified in writing within 30 days after completion of the order; otherwise a waiver shall be assumed.

5 Legal venue and applicable law

The legal venue for all disputes shall be the competent courts in Berne (Wabern). These present METAS GTC shall apply exclusively and, on a subsidiary basis, the provisions of the Swiss Code of Obligations; the applicability of the Vienna Law on Sales (CISG) and of conflict-of-law rules (in particular IPRG) which refer to foreign law, shall be excluded.