

## GENERAL CONDITIONS FOR PERFORMANCE OF SERVICES – 2017-01-17

- 1. Purpose**

The present document establishes the conditions under which Laborelec provides services, among other related to engineering studies, expert advice, testing, calibration, inspection and all technical assistance performed at the request of its clients.
- 2. Constituent provisions**

The present conditions cancel and prevail on the client's purchasing conditions, except if expressly accepted in advance by Laborelec in writing.
- 3. Client's Obligations**

The client shall provide Laborelec with all the data, documents, elements and other information and support necessary or useful for the proper and timely performance of the services ordered. Any modification, requested by the client, in the program of work, or of any part thereof, after the contract is entered into effectiveness, must be the subject of a prior written agreement signed by Laborelec.
- 4. Termination**

Each party may terminate this agreement immediately by notice to the other party if the other party (the defaulting party) commits a material breach of this agreement unless the breach is able to be remedied by the defaulting party and the defaulting party remedies the breach within ten (10) business days after receiving written notice of the breach from the other party.  
Either party may terminate this agreement immediately by notice to the other party if an **Insolvency Event** as hereinafter defined occurs in respect of the other party as referred to hereinafter.  
If any key personnel becomes unavailable and Laborelec is unable to replace such key personnel with (a) person(s) of equivalent qualification and approved by the client within a reasonable period of time, the client may terminate this agreement immediately by giving written notice of termination to Laborelec.  
If this agreement is terminated in accordance with this clause, the client will only be liable for the payment for services performed up to the date of termination.  
Termination of this agreement is without prejudice to, and does not affect the accrued rights or remedies, of either party.

**Insolvency Event** means, with respect to a party, that:

  - It is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver, receiver and manager, controller or similar officer appointed to any part of its property;
  - Except for the purpose of a solvent restructure, arrangement or amalgamation, an application or an order is made, proceedings are commenced, a resolution is passed or proposed in an notice of meeting, an application to a court or other steps are taken for entering into an arrangement, compromise, moratorium or composition with, or assignment for the benefit of, its creditors or any class of them;
  - It is unable to pay its debts when they fall due or stops or suspends or threatens to stop or suspend payment of all or a class of its debts; or
  - It is subject to any event which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed in the 3 here above subparagraphs.
- 5. Acceptance of order**

The supply of services by Laborelec is conditioned upon and subjected to the issuance by the client of a purchase order and the prior written agreement by the client with the offer.  
A purchase order for services submitted to Laborelec can bind Laborelec only to the extent that Laborelec has prior approved in writing.  
Agreement by Laborelec cannot be presumed, except in a case where the client returns for approval an offer submitted by Laborelec with no change whatsoever. Laborelec reserves the right to refuse purchase orders transmitted by clients without prior offer by Laborelec, or transmitted on the basis of a prior offer by Laborelec, but modified by the client or based on an obsolete offer.
- 6. Time schedule for performance of services**

If a time schedule for the performance of services is agreed, the time schedule indicated is valid subject to and on the basis of the elements known and available at the time of the offer and/or acceptance of the purchase order and provided that it remains unchanged. The time schedule starts only as from the complete supply by client of all the elements necessary for the proper performance of the services. The time schedule assumes that the services performed by Laborelec can follow a normal course without interruption from client (for example failing devices to be tested) or any other disturbances and with no need to repeat the operations, any repeat run being subject to prior agreement as to cost and to new performance time.  
Failure by Laborelec to comply with the time schedule can in no case give rise to damages, fines, or bear any prejudice against Laborelec, except in cases of explicit written acceptance by Laborelec.  
In case of force majeure (for example, strikes, etc.), any commitment by Laborelec such as time limits and other guarantees shall no longer be binding.
- 7. Liability**

Without prejudice to any mandatory legal provisions, the following limitations of Laborelec's liability shall apply with respect to the services:

  - The liability of Laborelec shall be limited to the direct property damage incurred by the client as a result of willful misconduct or gross negligence of Laborelec.
  - Laborelec confirms to be covered by all needed insurances for a maximum amount of 2 Million €.
  - In the event that Laborelec uses subcontractors to perform the services, Laborelec's liability shall never exceed the liability incurred by the subcontractor vis-à-vis Laborelec.
  - Laborelec liability shall only apply in respect of claims notified to it within one (1) year following the performance of the related service.
- 8. Prices**

The specified price is for a normal path of performance in accordance with the program transmitted with no interruption or unforeseen event attributable to the client or to his equipment or subcontractor, and no requirement for a repeat run of the operations; any rerun shall be subject to prior written agreement as to new cost and time limits for performance.
- 9. Payments**

Invoices are payable within 30 days after the end of the month of invoicing. Invoices are payable in Euros to the account mentioned in the offer.

  - Any complaint must be in writing within the month that follows the performance of the services. After this period the invoice is deemed accepted without any reservation.
  - Invoiced amounts not paid by the client within the time specified in paragraph "Payment conditions", shall be subject to a late interest applicable rate of 10%, without notification or notice, and with a minimum of 75 Euros.
  - In the event of non-payment of invoices due within 10 days of written notice to the client, the agreement may be terminated by Laborelec by registered letter sent to the client by Laborelec. Termination of the agreement shall not relieve the client from the obligation to pay for services already carried out by Laborelec in accordance with the terms of the present agreement, without prejudice to recourse to other legal remedies available to Laborelec.
  - Performance of a service can always be subject to an advance payment by the client as set forth in the offer.
- 10. Sub-contracting**

Laborelec may sub-contract a portion of the services which have been entrusted to it.
- 11. Confidentiality & Intellectual Property**

Any exchange of information between the parties is and shall remain confidential:

  - This is applicable to this offer document which is Laborelec's property and furnished in confidence solely for evaluating the merits of this proposal and no other direct or indirect use like disclosing the content to other parties.
  - Furthermore Laborelec undertakes to perform the services entrusted to it in accordance with the norms of the state of the art and to treat confidentially all information from the client which Laborelec has knowledge of.
  - Laborelec remains sole and exclusive owner of all patentable or non-patentable information, know-how, data, processes, methods and software used for, in relation with or generated prior to or during the performance of the services including the final report.
  - Laborelec grants to the client a non-exclusive, non-transferable, right to use for itself the result of the services that are the subject in this agreement, namely delivered in final report, performed by Laborelec to the client.
- 12. Delivery and return of equipment or samples**

The client must send, at his expense, the equipment or samples intended for Laborelec, packaged in compliance with the norms of the carrier and applicable regulations. All shipments shall be accompanied by a bill of lading indicating the purchase order number and the description of the products shipped and their destination.  
If damage is discovered at the time of the unpacking of the equipment shipped, Laborelec will notify the client and will take any necessary measures in agreement with the client.  
Within 60 days of dispatch of the final report, the client is obliged to pick up at his expense the equipment previously delivered which is the subject of the report. In the absence of agreement, upon the expiration of that period, Laborelec will send a final reminder to the client and failing a response within 15 days, Laborelec will be deemed to be authorized to destroy the equipment.
- 13. General**

In particular, Laborelec does not assume any obligation to verify and/or monitor the works or services realized by third parties, except to the extent that such control is expressly included in the services.  
The client and members of its personnel who attend tests carried out on the premises of Laborelec are obliged to comply with general safety rules, Laborelec safety regulations and oral safety instructions given by laboratory staff.  
The client shall, under its responsibility, provide for its own safety and that of its personnel. In the event of accident to client personnel or to other third parties, no recourse against Laborelec shall be admissible.
- 14. Disputes**

The present agreement is governed by the law of Switzerland.  
In the event of dispute, such dispute shall be definitively settled by and under the ICC rules by three arbitrators stating in English. The place of arbitration shall be Geneva Switzerland. The jurisdiction will be held in English.