

General terms and conditions

This document is a translation of the German language version of these general terms and conditions. The English language translation is provided for the convenience of the client. No guarantee of correctness of the translation is given. The German language version is the only valid version of the general terms and conditions, and by placing an order, the customer accepts the German language version of the general terms and conditions.

1 Area of application and validity

- 1.1 These general terms and conditions are valid starting from 1 June 2006 and replace all earlier versions.
- 1.2 They regulate all legal relations between Longwitz Organisation & Consulting ("us") and our customers and apply to all our services and products, if nothing else is agreed upon in writing from time to time.
- 1.3 They are an integral component of all offers, confirmation of orders and reservations.
- 1.4 The reference to the general terms and conditions on our web page is considered as equivalent to the postal delivery, independent of how this reference took place. Unless explicitly stated otherwise by the addressee the information applies as effected. If notice should not be possible in the internet for any reasons, then the addressee is obliged to communicate this fact to us so that we can send a printed copy.

2 Fidelity and duty to exercise diligence

- 2.1 We commit ourselves to fulfil our duties with greatest care and in accordance with the generally usual quality standards.
- 2.2 We and our customers commit ourselves mutually to loyalty and to openness. Both sides undertake all in their power, in order to make the success of the agreed upon service possible.
- 2.3 For the use and application of the results, the client carries the exclusive responsibility. Possible claims for damages by the client or client organisation, their members or third parties, so far legally permissible, are expressly excluded.
- 2.4 We will correct possible lack in the achievements, which were caused clearly by us, at our expense. Such corrections include terminal correction of reports and statements and as far as necessary further discussions, or corrections of errors in programs and websites, which impair the contractually agreed upon function. Further claims for damages are expressly excluded.

3 Confidentiality and data security

- 3.1 We treat all company and personal data, which we receive in connection with our activity, or which we generate by our activity (e.g. test reports) absolutely confidential. We do not pass it on to unauthorized persons or third parties. Exceptions are permissible, if an organisation or an individual gives explicit permission.
- 3.2 Personal data that is particularly worth protection (e.g. personality profiles) are treated with highest care. If in the frame of orders by organisations, individual personal reports are prepared about individual members of the organization, then we regard these individuals as exclusively entitled to receive this information, independently of who gave or paid for the order.
- 3.3 Reports or information to other persons, in particular also to other members of the organisation and superiors, are given only with agreement of the entitled person.
- 3.4 A procedure deviating from point 3.3 is permitted, if in a way recognizable for all involved ones another procedure is reasonable and has been agreed upon. If the deviating procedure has been communicated to the persons concerned before and they do not state a complaint, it is considered as accepted.
- 3.5 We are entitled to use customer names in the sense of a general reference.

4 Submission of offers

- 4.1 It is of importance to us to clarify the customer needs and provide offers usually only after preliminary personal talks with the customer.
- 4.2 Kinds of offers:
 - 4.2.1 Standard offers:
 - They contain telephone or personal preliminary talks and concern standardized services.
 - 4.2.2 Customized offers:
 - Simple offers: They contain personal preliminary talks and the customized offer with an expenditure of time of less than four working hours.
 - Complex offers: They contain at least personal preliminary talks, a customized offer as well as the personal presentation at the customers office with an expenditure of time of more than four working hours.
- 4.3 Expenses for offers:
 - We provide standard offers free of charge.
 - Also customized offers are free in the case of order. If preliminary talks already serve problem solution and if the customer can draw from it an obvious use, then this is usually charged in the context of the order.
 - If no order is placed, we charge regarding customized offers a flat rate contribution (two hourly rates with simple, four hourly rates with complex offers). This is understood as paying off for benefits regarding content and decisions, which the customer has due to an offer in any case.
 - We inform the customer when asking for an offer verbally or in writing about the possible liability to pay the costs of offers.

5 Placement of orders

- 5.1 An order is considered as given, if
 - a written confirmation of order or a written date reservation is present,
 - a verbal reservation is present, if it is to be recognized clearly from the circumstances that the customer was determined, to purchase the service concerned at the intended time, or if it was recognizable for the client that we reserved the appropriate dates and resources,
 - an offer is present and the work has started with knowledge and in the agreement of the customer.
- 5.2 With framework offers or framework orders the order applies also as given if the further procedure is regulated in separate plans (e.g. project plans). The dates, non-scheduled working days reserved in accordance with such plans or other resources are considered as given orders.

6 Accounting for services and conditions of payment

- 6.1 If not expressly agreed differently, our achievements are charged according to effectively carried out efforts. Hereunder applies in each case the fee overview valid at the time of the offer.
- 6.2 If work meetings do not take place at the place determined by us, we charge for travel expenses, as well as possible food supply and overnight expenses. The travel time is charged to the half hourly rate. Hereunder applies in each case the fee overview valid at the time of the offer.
- 6.3 Expenses such as space rents, special work instruments and other expenses are discussed with our customers and charged for.
- 6.4 If an agreed upon work meeting is called off or shifted by the customer, then this is possible until one week before the agreed upon date without cost. 50% of the agreed upon fee is charged if notified 2 days before, with later calling off and with non-appearance the entire amount of fee is charged.
- 6.5 In the case of orders for a longer period we reserve the right to charge during placing of order an advance payment of max. 50% of the budgeted total fee and/or the overall fee.
- 6.6 Usually the accounts of our efforts and expenses take place monthly, at the latest however at conclusion of the order. With each invoice the customer receives a detailed overview, which gives information over the efforts and expenses.
- 6.7 Our customers commit themselves to pay our invoices within the agreed upon time fixed for payment. To our invoices, if not expressly something else is agreed upon, a time fixed for payment of 10 days applies starting from date of the invoice.
- 6.8 With delay of payment we reserve the right to charge an interest of 4,5% per annum and reminder costs of CHF 30 per reminder.
- 6.9 Regarding all value added tax-requiring achievements we charge additionally the appropriate VAT amount.

7 Cancellation of orders by the customer

- 7.1 If a customer cancels a contract, then he has to pay the efforts already furnished and the expenses.
- 7.2 In addition he owes us a remuneration for lost income, which depend on the time of the placing of order and the time of the cancellation. This remuneration is due independent on whether we succeed, for the time concerned to acquire another order or not.
- 7.3 With framework orders in accordance with 5.2 the customer is liable to pay compensation for orders in agreement with plans for one month beyond the cancellation date of the order reserved or planned.
- 7.4 If the customer cancels an order already given, then the following payments become due, even if still no efforts were made by us:
 - 0% with cancellation up to 31 days before,
 - 50% with cancellation 15 - 30 days before,
 - 75% with cancellation 7 - 14 days before,
 - 100% with later cancellation.
- 7.5 The prices in accordance with 7.4 are used also, if we cannot implement an order, because the customer did not provide input or did not fulfil conditions, which lie in his responsibility (e.g. supply of data, which we need for the completion of the order, meeting participants are not present or present in a number, which does not make the execution of a seminar possible in the originally planned way).
- 7.6 If agreeing upon a spare date within two months for the fulfilment, the payments in accordance with 7.4 and 7.5 are void. Effected payments can be credited for a similar order, if this is placed within two months to the called off order.

8 Cancellation of orders by us

- 8.1 If we cannot fulfil an order for reasons on which we have no influence (accident or illness, loss of means of transport etc.), then the client cannot make damage claims.
- 8.2 We commit ourselves in such a case, to fulfil the order at the next possible date.

9 Intellectual property and copyright

- 9.1 For the fulfilment of our business purposes we use generally accessible technical knowledge and knowledge about methods, knowledge from other sources and knowledge developed and improved by us, and adapted to special customer conditions.
- 9.2 If technical and method knowledge from other sources are taken over, then this is defined in the sense of a quotation, or there is between us and the owner of the copyright an agreement.
- 9.3 On all own documents we claim the copyright, independently of whether a copyright note is attached to the concerned documents.
- 9.4 We grant our customers for the duration of the contractual relation the non-transferable, not exclusive right to the use and for the use of the services and documents placed from us to the order in accordance with the contract documents. Another use of our services and documents, be it for commercial or non-commercial purposes, is permitted only with our expressed agreement.

10 Place of jurisdiction

- 10.1 On each contractual relation with us Swiss law is applicable exclusively.
- 10.2 Area of jurisdiction for law cases is the place of our company headquarters. We reserve the right to make our requirements valid after own choice at the business and/or domicile of the customer. Compulsory areas of jurisdiction remain reserved.