

GENERAL TERMS AND CONDITIONS (GTCS) OF THE HOCHSCHULE FÜR TECHNIK RAPPERSWIL HSR, HEREINAFTER REFERRED TO AS THE HSR

1. Scope of validity

- 1.1. These GTCS apply to the HSR Hochschule für Technik Rapperswil, including all its Institutes.
- 1.2. The HSR is an independent institution under public law. It is a member of the University of Applied Sciences of Eastern Switzerland (FHO) and is active in the fields of architecture, building and planning, as well as in engineering and computer science. The HSR is not affiliated to any company.
- 1.3. The GTCS govern the conclusion, contents and execution of all contracts entered into for the HSR and its institutes, services and products.

2. Conclusion of a contract

- 2.1. A contract can be concluded on the basis of a written quotation, which is valid for three months after its submission (in these GTCS, the term „written“ similarly includes e-mails and faxes), unless a different deadline has been agreed on. The documents accompanying the quotation, such as data, brochures, diagrams and drawings, are non-binding, remain the property of the HSR and may only be made available to third parties with the consent of the HSR. If no contractual relationship results from the quotation, these documents are to be returned to the HSR without the HSR having to ask for them.
- 2.2. Contracts with the HSR must normally be in written form. If the contractual sum is in excess of CHF 10,000, it is mandatory for a written contract to be concluded. Amendments or additions to contracts are only valid if they have been agreed on in writing.
- 2.3. Up until the time when a contract is signed, the parties involved can withdraw from the contract negotiations at any time, without any financial obligations.

3. Costs

- 3.1. The costs apply as of the location of Rapperswil, exclusive of VAT, are generally set out in CHF and are payable, net, within 30 days of the date of the invoice. In certain cases, advance payment may also be agreed on.
- 3.2. If the project is rendered more complex or extended by subsequent instructions issued by the customer, or as a result of the occurrence of special circumstances that were not foreseeable at the time the contract was concluded, the HSR can claim a suitable increase in the fee, over and above the cost estimate. Any adjustment of this type to a contract must be drawn up in writing and signed by both parties in a legally valid form.
- 3.3. Project-related supplier invoices will be charged to the customer, adding the VAT.
- 3.4. Any deliveries of goods required for projects will be made ex works and the packaging charged at cost price.
- 3.5. Invoices from the HSR may only be offset against any claims the customer may have on the HSR by mutual agreement.
- 3.6. Payment is due in accordance with the payment schedule. This will be based on the progress made on the work and the costs incurred. The supplier will claim these payments with an invoice when they are due. The customer will make the payments that are due within a period of 30 days of receipt of a correctly itemized invoice; if a performance test has been agreed on, then payment will be made within 30 days of fulfillment of the performance test. Once the payment deadline has expired, the customer will be in arrears. The HSR is entitled, when issuing a second reminder for the outstanding amount, to charge annual interest on arrears of 10% on this

outstanding amount. An invoice with the correspondingly adapted outstanding amount will be sent out with the second reminder.

4. Test costs for product tests performed by the HSR

- 4.1. All transport and import costs for test specimens, and also their insurance against transport damage, are to be borne by the customer. Unless agreed otherwise, the test specimens will be disposed of by the HSR after the tests, with the disposal costs being charged to the customer, as defined in the contract.

5. Deadlines

- 5.1. The HSR will abide by the deadlines agreed on wherever possible. A delay will not entitle the customer to withdraw from the contract. The HSR will keep the customer regularly informed of the progress made on the work and will notify the customer immediately in writing of any circumstances that threaten or impair fulfillment in accordance with the contract. The customer has a right to inspection and a right to information for all parts of the project.
- 5.2. If deadlines cannot be met on account of the occurrence of unforeseen events (natural catastrophes, pandemics, strikes, etc.), despite all reasonable care having been taken, the deadlines will be moved back as far as the event requires, and it will not be possible to assert any claims, such as contract penalties.
- 5.3. If the deadlines are to be observed, the customer must fulfill their obligations in the context of the project and comply with the mutually agreed deadlines.

6. Right of examination

- 6.1. The customer shall be entitled to examine the documents and data, etc. associated with their project at any time. After the project has ended, the data can be examined at the HSR for a further three years still, upon prior appointment.

7. Secrecy

- 7.1. The parties will treat confidentially all information, data, programs and documents that are neither evident nor generally accessible and which relate to the project or business concerns or activities of the customer or the HSR. This duty of secrecy starts with the initial contact for a potential new project and lasts for a further three years once the contract has ended.
- 7.2. In the event of product tests and test setups, etc. that are located indoors or outdoors on the HSR's premises, it may be possible for test specimens to be visible and to be accessible to a limited extent in some cases. If special measures are to be taken for test specimens, this must be agreed on in the contract. Any additional costs incurred in this way will be invoiced.
- 7.3. The HSR is entitled to name the customer as a reference unless this right has been withdrawn or restricted by a written agreement between the parties.

8. Intellectual property

- 8.1. The HSR retains all the intellectual property rights to the knowledge imparted through the work and services it has provided and to the papers associated with this (documents, reports, drawings, calculations, etc.). The commercial use of the intellectual property is governed by the contract.

- 8.2. With the payment of the corresponding invoices, the customer acquires the right to use the knowledge established in the context of the project and the papers relating to this. If the customer wishes to acquire legal protection for the knowledge established in the context of the project (such as applying for a patent), then this will require a mutual, written agreement. The inventors at the HSR must be named at all events. In all cases, the HSR retains the right to use the subject of the patent(application) for research work and teaching, as well as for the further development of the subject of the patent(application).

- 8.3. Manufacturing drawings may only be used for the project and location for which they were intended. If renewed use is made of them, the HSR shall be entitled to full compensation.

9. Publication

- 9.1. The HSR is entitled to publish the project results, paying due consideration to the obligation of secrecy as per Art. 7 as well as to articles Art. 9.2 and 9.3.
- 9.2. Prior to publication, the HSR will send the customer a comprehensive draft for them to examine. Within a period of one (1) month of receipt of the draft the customer:
- i) can submit an objection to the HSR. The parties will then immediately endeavor to find acceptable modifications so that publication can go ahead within a maximum of three (3) months; and/or
 - ii) can request a time extension of no more than three (3) months, if patent applications are to be submitted for project results prior to a publication. Unless written notification to the contrary is received within the one-month deadline referred to above, the customer will be deemed to agree to the publication.
- 9.3. If publication is to take place at a scientific event, the HSR will send the customer a summary of the planned publication and the provisions of paragraph 9.2 will apply accordingly; the deadline in subparagraph i) will be shortened to one (1) month, however.
- 9.4. The customer is only entitled to publish the project results after prior agreement with the HSR. This agreement should make allowance for the fact that semester, Bachelor's or Master's theses, publications, or the potential protection of intellectual property are not to be impaired.

10. Software as a product

- 10.1. Insofar as the customer is given software for which the HSR only holds a single user license, the conditions of use agreed on between the HSR and the licensor shall additionally apply. Any findings, software and processes developed in the context of the contract may be further used at the HSR for teaching, research and development purposes even after the contractual relationship has ended, provided that no other agreement specifying corresponding compensation is concluded. Open Source software that is used does not become the customer's property when supplied but remains under the corresponding license held by the HSR, about which the HSR will provide information. The HSR is not liable for any limitations of the customer's rights that result from this.

11. Protective equipment

- 11.1. The customer undertakes, where appropriate, to provide HSR employees with the specially prescribed protective equipment when they are deployed on field and workshop assignments for the project.
- 11.2. Employees of the HSR may not take up work without knowledge of the accident prevention and safety regulations and also the work regulations that are of relevance for field and workshop assignments.

12. Cancellation of the contract

- 12.1. In the event of serious breaches of contract, either party may terminate, in writing, contracts that have already been signed, giving three months' notice. The period of notice may be shortened by mutual agreement.
- 12.2. The work and services supplied up to the point when the contract is terminated must be paid for in full. Payments already made for work and services supplied will not be refunded.

13. Liability

- 13.1. The work will be performed at the HSR to the best of the HSR employees' knowledge and judgment. The quality of the work provided by the HSR will correspond to the state of the art. Only qualified HSR employees will be deployed on the project. The HSR is not liable for any interpretation that is placed on these results.
- 13.2. Any liability claims on the HSR will be limited to the HSR's insurance cover. These claims can be asserted for a maximum of 120 days after the delivery date of the work. In the case of work performed in North America, the customer must take out full insurance cover for the work. If the object of the contract delivered with a guarantee does not meet the specifications, the customer shall be entitled solely to reworking by the HSR during the guarantee period of 120 days. The guarantee runs as of the time at which the objects of the contract are handed over. The HSR excludes any liability and guarantee cover in cases where modifications have been made to the product that was originally delivered by the customer or third parties. Further-reaching guarantee claims are expressly excluded by the HSR. In particular, the HSR does not accept any responsibility for damage to the actual hardware and/or software, or for damage resulting from the use thereof, or in conjunction with the use thereof.
- 13.3. The HSR does not assume any liability for slight breaches of the duty of care by those involved at the project at the HSR.

14. Participation of the customer

- 14.1. The customer shall designate a project manager to coordinate the work performed by the customer. The HSR is not responsible for any delays in the delivery of the work it is supplying which are caused by employees of the customer or third parties.

15. Complaints

- 15.1. Complaints are to be submitted in writing, within a period of 14 days of receipt of the service, the written documents, the results, or the product.
- 15.2. In the event of shortcomings in the written documents delivered by the HSR in conjunction with the work supplied, the customer shall be entitled to have the documents reworked free-of-charge, providing that paragraph 15.1. has been fulfilled.

16. Place of fulfillment and jurisdiction

- 16.1. Unless agreed otherwise, the place of fulfillment shall be the HSR campus.
- 16.2. Only Swiss law shall apply.
- 16.3. In the event of any legal disputes in conjunction with the General Terms and Conditions and contracts based on these, the courts of Rapperswil/SG shall be the sole competent courts.