General Terms and Conditions of SBB Consulting

1. Preamble

1.1 The General Terms and Conditions of SBB Consulting are applicable to internal business trans-
actions within the SBB, as well as to the relations with external customers of SBB Consulting.
1.2 The General Terms and Conditions of the customer are excluded.

2. General

2.1 The contract is deemed valid and concluded if a copy of the offer from SBB Consulting is signed
by the customer and is returned, or if the customer sends a separate order.
2.2 To be valid, all agreements and legally binding declarations of the contract parties must be exe-
cuted in written form.
2.3 In the case that a regulation of these General Terms and Conditions proves to be wholly or
partly ineffective, then the contract parties shall replace this regulation with a new one corre-
sponding to their legal and commercial success.

3. Execution of the assignment

3.1 SBB Consulting is obliged to apply all due care to the execution of the contractually accepted
orders.
3.2 SBB Consulting can subcontract the accepted contractual assignments be executed by third
parties. In this case, SBB Consulting is responsible for the due care in the choice and instruc-
tion of the mandated third party.
3.3 During the term of the contract, the customer shall not appoint other consulting firms for the
tasks that lie within the scope of responsibility of SBB Consulting, unless when previously ar-
ranged with the latter.

4. Premature termination of the contract

The order can be revoked or rescinded by either party at any time. However if this is done at an
inopportune time, the revoking party is obliged to compensate the other for the damage caused
(Art. 404 Swiss Code of Obligations). SBB Consulting in any case has a right of remuneration
for the work done until revocation. If the customer withdraws from the contract unilaterally, SBB
Consulting additionally has the right for compensation for the damage arising from the with-
drawal or for parts of the loss of turnover respectively.

5. Copyright

The customer may use anything produced by SBB Consulting for the contractually agreed pur-
pose, and within his own company only. Without written approval of SBB Consulting the cus-
tomer may therefore neither transmit the work to third parties, nor publish them. The copyright of
the work remains with SBB Consulting.
6. **Confidentiality**

6.1 SBB Consulting guarantees confidentiality of confidential documents and information that it receives or learns from the customer in execution of the contractually accepted assignment. SBB Consulting requires its employees and if necessary subcontractors, not to make available such manufacturing and business documents to third parties. SBB Consulting however is entitled to use knowledge gained in execution of the contractually assumed commitments in dealings with third parties, without violation of confidentiality.

6.2 Supporting documents of the customer received in connection with the performance of the contract remain the property of the customer, and can be reclaimed at any time within two years after termination of the contract.

7. **Acceptance**

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

8. **Liability**

8.1 SBB Consulting is responsible for a careful execution of the work accepted according to the contract.

8.2 A possible claim of the customer has to be lodged at SBB Consulting in writing immediately by discovery of the mistake. The right for compensation from SBB Consulting however expires if such a claim is not lodged by at the latest 3 months after delivery of the work.

8.3 The amount of liability of SBB Consulting is limited to the price agreed in the corresponding contract.

8.4 SBB Consulting is in no way liable for indirect damages or losses, for example for loss of use, loss of production or costs in connection with an operating disruption.

9. **Charging rates**

9.1 The charging rates of SBB Consulting are defined by contract, either in the contract itself, or in an annex thereof.

9.2 SBB Consulting reserves the right to periodically adjust these charging rates, normally every year. Contractually agreed charging rates however are valid for the execution of all obligations of the contract, if nothing to the contrary has been agreed.

10. **Condition of payment**

10.1 Every month, SBB Consulting draws up an invoice for work performed and costs incurred.

10.2 Payment of the net amount of the invoice is due within 30 days after the issuing date, without deduction of discounts, expenses, taxes, charges, etc.

10.3 If a customer does not observe the time limit for payment, he is in default as from the due date, without any further reminder.
11. **Place of jurisdiction, and applicable law**

11.1 The legal relationship is subject to Swiss law.

11.2 The place of jurisdiction for the customer and SBB Consulting is Bern/Switzerland. SBB Consulting however has the right to take legal proceedings against the customer at the customer's business headquarters.

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