

caron.

General Standard Terms and Conditions

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General Standard Terms and Conditions

—In the interest of clearly-defined relationships

IF THERE ARE PROBLEMS WITH REGARD TO MANAGING OR CHARGING FOR PROJECTS, WE ALWAYS AIM TO FIND **AMICABLE** AND **FAIR SOLUTIONS**. THESE GENERAL STANDARD TERMS AND CONDITIONS THEREFORE REPRESENT OUR SAFETY NET FOR SITUATIONS WHICH WE HOPE WILL NEVER OCCUR.

SCOPE

These General Standard Terms and Conditions apply to all contracts concluded with caron publications AG.

caron publications AG accepts orders and quotations only on the basis of the General Standard Terms and Conditions specified here. The client's General Standard Terms and Conditions or other contractual provisions which differ completely or in part from or which conflict with these terms and conditions are not binding on caron publications AG, unless caron publications AG explicitly accepts them in writing.

BINDING QUOTATIONS

The quotations issued by caron publications AG are binding for only three months from the date of the quotation letter.

If a client places an order based on a quotation from caron publications AG after this period, caron publications AG is entitled to bring the prices into line with its current list prices or hourly rates.

OUR SERVICES

caron publications AG offers its clients the following services in the field of technical communications:

- Designing, writing and revising technical publications and training material in printed and online form.
- Translating technical publications, sales material, software, websites and other documents.
- Foreign-language desktop publishing.
- Creating technical illustrations and 3D models.
- Designing publications in printed and online form.
- Training in selected areas of technical communication.
- Developing concepts for and producing technical publications in online form (online help, web help, internet, CD-ROM etc.).
- Designing and writing e-learning modules.

The content and scope of the specific obligations incumbent upon caron publications AG resulting from the contractual relationship with its client are described in the specification of services which is part of the written quotation, the order confirmation or the written contract between caron publications AG and the client and which, together with these General Standard Terms and Conditions, forms the basis for the contractual relationship between the client and caron publications AG.

THE CLIENT'S OBLIGATIONS

QUOTATION

caron publications AG will produce a quotation at the client's request. The quotation is a cost estimate, unless it is explicitly stated that it is a fixed price quotation. In the case of large and complex quotations, a charge may be made for producing the quotation.

Cost estimates issued by caron publications AG are not binding. If a cost estimate is exceeded by 10%, this is not regarded as significant and does not entitle the client to cancel the contract.

REMUNERATION

The remuneration to be paid by the client for the services provided by caron publications AG is specified in the written quotation, the written order confirmation or the written contract between the parties. In addition, the client must pay value-added tax at the current statutory rate.

Additional services relating to translations, such as DTP, printing etc., will be the subject of a separate agreement when the contract is concluded and will be invoiced separately.

PAYMENT OF REMUNERATION

Unless otherwise agreed by the parties, the contractually agreed remuneration is due for payment on the following dates:

- One third of the agreed remuneration is due when the written order confirmation is issued by caron publications AG.
- One third of the agreed remuneration is due when the technical documentation produced by caron publications AG is handed over to the client.
- One third of the agreed remuneration is due when the technical documentation is accepted by the client.

The client is not entitled to set off or withhold the payment of remuneration to caron publications AG unless it has an undisputed or legally established counterclaim.

Interest will be charged on late payments at a rate of 5% p.a. A higher or lower rate may be charged if caron publications AG can demonstrate that it is being charged a higher rate or the client can demonstrate that it is being charged a lower rate.

THE CLIENT'S COOPERATIVE OBLIGATIONS

At the start of the project the client must make available to caron publications AG or allow caron publications AG access to the product which is to be documented. At the same time the client must give caron publications AG the names of employees within its organization who will act as expert contacts for caron publications AG and who will be able to provide all the necessary information.

In addition, the client is obliged to supply caron publications AG with all the information required to create a legally and contractually valid description of the product (for example, the area of application and the users of the product, details of countries to which the product is exported, explanation of the product's functionality) and to make available the latest version of the important product and process-related documents (for example, product description, activity or risk analysis, requirements specifications, technical drawings, photographs and other similar material etc.). If documents and material of this kind are provided to caron publications AG, the client guarantees that these documents are not subject to the industrial property rights of third parties and that no other rights can prevent or restrict the contractual use of the documents by caron publications AG. However, if third parties nevertheless assert their rights, the parties to the contract will notify each other of this. The client will support caron publications AG in rejecting rights of this kind and will indemnify caron publications AG against all harmful effects in this respect.

If the client is behind schedule with these cooperative obligations, caron publications AG is entitled to set a reasonable deadline for the client to fulfill its cooperative obligations and to state that it will cancel the contract if the obligations have not been fulfilled by the specified deadline. If the cooperative obligations are not fulfilled by this deadline, the contract will be cancelled. In this case caron publications AG can request payment of a proportion of the remuneration corresponding to the work it has carried out, of expenses not included in the remuneration and of appropriate compensation. If the client has any further liability as a result of debt, this remains unaffected.

DELIVERY DEADLINE

The delivery period begins when caron publications AG issues the written order confirmation, but not before the client has fulfilled its cooperative obligations as specified in the section "The client's cooperative obligations".

The delivery deadline is considered to have been met if the completed work has left the premises of caron publications AG or the client has been notified that it is ready for dispatch by the delivery deadline.

The delivery deadline will be extended if the delivery is delayed as a result of unforeseen problems which caron publications AG could not prevent, despite taking all reasonable care in the given circumstances, regardless of whether these problems affect caron publications AG or its subcontractors, for example, disruption to operations, intervention by public authorities, energy supply problems, delays in the delivery of essential hardware or software. This also applies in the case of strikes and lockouts. caron publications AG must inform its client immediately of any problems of this kind.

The client must fulfill its cooperative obligations in order for the delivery deadline to be met. If the client is behind schedule with these cooperative obligations, caron publications AG will extend the delivery deadline without further notification by a period corresponding to the time the client was delayed by.

If amendments are made to the contract at a later date which could affect the delivery deadline, the delivery deadline will be extended accordingly, unless a special agreement is reached in this respect.

TRANSFER OF RISK AND DISPATCH

Unless otherwise agreed, the work will be dispatched electronically (for example, by e-mail or FTP transfer).

The risk of accidental destruction or damage to the work produced by caron publications AG is transferred to the client when the work is passed to the caron publications AG employee who is responsible for dispatching it or at the latest when it is put in the mail, regardless of whether the work is being dispatched from the place of fulfillment, of whether partial deliveries are being made or of whether caron publications AG is responsible for paying the dispatch or transport costs.

If the order is ready for dispatch and if dispatch or acceptance is delayed for reasons which are not the responsibility of caron publications AG, the risk is transferred to the client on receipt of notification that the work is ready for dispatch.

Damage resulting from the use of the mail service, telephone, fax, e-mail, FTP transfer and other methods of transmission, in other words loss, delay, misunderstandings, distortions or duplications, is the responsibility of the client, unless caron publications AG is guilty of gross negligence.

ACCEPTANCE

Acceptance of the technical documentation produced by caron publications AG will take the form of written notification from the client. The client must provide written notification of its acceptance immediately after the work is handed over.

In the case of translations, acceptance must include at least a technical inspection of the translation in accordance with EN 15038:2006.

If the client does not provide notification of acceptance immediately after receiving the technical documentation, caron publications AG is entitled to set a deadline of two weeks for the client to provide such notification. The work is deemed to have been accepted if the client does not state in writing within this deadline its reasons for refusing acceptance.

WARRANTY

If the technical documentation supplied by caron publications AG is defective or lacking in warranted characteristics, caron publications AG is initially obliged, to the exclusion of other warranty claims by the client, to provide a replacement or to rectify the errors. If the first attempt to rectify the errors is not successful, the client can require caron publications AG to attempt to rectify the errors again and to set an appropriate deadline for this.

The client must notify caron publications AG in writing, within four weeks of the technical documentation being dispatched, of any obvious errors in the technical documentation supplied by caron publications AG which can be identified during a proper examination and inspection. The client must notify caron publications AG in writing of any errors which are not obvious or identifiable during a proper inspection within seven days of discovering them (but at the latest within six months of the handover of the documentation). If the client misses these notification deadlines, no warranty for the errors will be provided.

No liability will be accepted for damages resulting from the fact that the client has passed on the work to another party without inspecting it.

If, after two attempts requested by the client, the errors have not been rectified or if caron publications AG does not rectify the errors or provide a replacement within an appropriate deadline, the client can choose to reduce the remuneration or to cancel the contract.

Claims for damages will not be accepted, unless the damage is caused by deliberate or grossly negligent behavior on the part of the managing director, a manager or an employee of caron publications AG, by a legal representative or agent or as a result of the breach of an obligation which is essential for the implementation of the contract.

In the case of translations the client is liable for errors in the original text. No liability for errors in the printed version will be accepted, unless caron publications AG has submitted the work for printing itself. The same applies accordingly for texts published in online form, for example CD-ROMs or online help systems.

NON-CONTRACTUAL LIABILITY OR LIABILITY RESULTING FROM DELAY OR IMPOSSIBILITY OF PERFORMANCE

Claims for damages resulting from non-contractual liability (for example, unlawful acts), from a delay in performance or from impossibility of performance which is the responsibility of caron publications AG will not be accepted, unless the damage is caused by deliberate or grossly negligent behavior on the part of the managing director, a manager, an employee, a legal representative or an agent of caron publications AG, or as a result of the breach of an obligation which is essential for the implementation of the contract.

GRANTING RIGHTS OF USE

The copyright and all rights of use governing documents, graphics, translations, online help systems and terminology databases produced by caron publications AG remain in the possession of caron publications AG until the invoice has been paid in full. These rights will only be transferred to the client when the full payment of the invoice amount has been received.

caron publications AG is not liable for damage resulting from the reproduction and distribution of technical documentation which has been modified by the client or a third party.

The client is obliged to state the name of the author using information about caron publications AG and to include a corresponding copyright notice in the technical documentation.

SUBCONTRACTORS

The client agrees that caron publications AG can use subcontractors to carry out specific parts of the work (for example, translations, creating illustrations, multimedia productions).

REFERENCES

The client agrees that caron publications AG can include the client's name or company name in its list of references after completion of the order.

WORKING FOR COMPETITORS

caron publications AG is permitted to work for companies which may be competitors of the client.

CONFIDENTIALITY

Documents and information which caron publications AG has been provided with by the client for the purpose of creating the technical documentation or has been made aware of will be treated as confidential by caron publications AG and will be handled with the necessary care with regard to third parties.

WRITTEN FORM

All agreements must be made in writing. Verbal agreements are only valid when they have been confirmed in writing. This also applies to supplementary agreements, warranties and amendments to the contract, including the agreement to dispense with the requirement for the written form.

PLACE OF JURISDICTION

The place of jurisdiction is Basel and the place of fulfillment is Allschwil. The place of jurisdiction remains the same if the client has no general place of jurisdiction in Switzerland, if the client moves its home or company premises or usual place of residence outside Switzerland after concluding the contract or if its home or company premises or usual place of residence are not known at the time when the action is brought.

APPLICABLE LAW

Swiss law is agreed to apply to the contractual relationship between caron publications AG and the client and for all current and future claims resulting from this contractual relationship.

Allschwil, August 2007