

General Terms and Conditions (GTC)

Status: Jan 2011

These General Terms and Conditions are an integrated part of offers and/or order confirmations of management tools ag, 6375 Beckenried / Switzerland (in the following: MT). They are applicable unless specified differently in the proposal / confirmation of purchaser and MT. Accepting a proposal of management tools ag, the purchaser acknowledges these GTC to be a part of the contract.

1 Proposal / Services / Fulfilment

- The quotation / confirmation of order is the legal base for the definition of the nature and scope of the order and they describe the services to be delivered by MT.
- Groundwork of a delivery of proposal is a detailed briefing by the client, including concise description of the objective of the project, clear information on timing, kind and complexity of the project as well as details about reporting. The proposal is to comprise job description, study design (method, deliverables) aspects of analysis, expected timing, and remuneration. The proposal will remain valid during 30 days after the date of the proposal.
- On principle, MT will not grant exclusiveness for certain fields of products, areas of research or research methods.
- The customer provides to MT all the documents and information that are necessary to fulfil the order in due time. MT doesn't grant any warranty for delays and other inconveniences that are directly or indirectly caused or taken into account by the customer. A lack of information and discretionary judgments will be completed by MT in all due respect and effort; subsequent claims by the purchaser are excluded.
- MT will provide its services in all due accuracy and in accordance to the accepted Rules and Regulations of market and social research. In terms of vocational norms and standards, MT obeys to the rules and regulations of ESOMAR (European Society for Opinion and Marketing Research).
- MT has the right to add a third party provider to assure fulfilment of their services. For the quality of the services and compliance with price of these third-party companies, who have been chosen and consulted after agreement or in a common effort, MT doesn't grant any warranty. Towards the third-party supplier MT stands as deputy in the name and for account of the ordering customer.
- The purchaser is to admonish possible shortcomings within 10 days upon receipt of the information, and in writing. MT has the right to rectification. MT will only be liable for culpable breach of its obligation of executive care. Any liabilities beyond that, as far as they are lawfully admissible, will be explicitly excluded. In no circumstance, MT will be liable for secondary or subsequent damage (i.e. loss of profit or other financial damage, loss of data, loss of wages etc.). Liability of MT is restricted – in any case – to the total amount of the charges, concerning the part of the contract agreed upon.

2 Copyright and data protection

- MT treats all the information that are in relation with a mandate in a **confidential manner**, as far as they don't have to be processed by authorized third parties in fulfilment of the project with the customer.
- MT will retain all copy and property rights for data and material generated in the course of the conduction of the project, and the right for any reporting compiled by MT. Processing of data to the purchaser will only be conducted in an anonymous manner, unless the purchaser has explicitly agreed on the contrary. The purchaser must only use delivered data for its own purposes, respectively for purposes and ranges, stated in the contract. Usage for advertising purposes is to be clearly referred to MT, being the originator of the data.
- MT will only hand out reports, expertises and further written findings of a project to a third party, if the purchaser consents to this.
- MT has the right to destroy data and documents that are in their possession starting 12 months after completion of the project, unless the purchaser requests MT to return these data / documents by means of a written order.
- MT has the right to itemise the purchasers' name – w/o indicating a specific job description – for reference purposes.

3 Prices and billing, subsequent contract amendments

- The foundation for all pricing is the quotations / confirmations of order of MT. For the compliance of prices of third parties MT does not grant any warranty.

- Additional services which are not listed in the proposal (i.e. supplementary presentations, copies of reports, translations, preliminary or intermediary reports) will be charged separately.
- Travel expenses are charged at CHF 1.30 per km, other expenses such as telephone, plane tickets, train tickets (1st class), hotel etc. at the effective amounts; travel time is charged to at least 60% of the regular hourly rates.
- Should the purchaser require modifications or additional requests, following the completion of the contract, additional charges will be due. MT will appropriately confirm the additional order in due time. This order is to be regarded as accepted, if the purchaser does not dissent within 5 days and in a written manner. If delivery of services turns out to be impossible or unbearable (i.e. due to a modification in quota, amount of interviewing or duration, timings etc.), MT reserves the right to withdraw from the contract.
- After commissioning of the project, 50% of the total amount of the bill is due within 5 days; the rest of the bill is due upon completion of fieldwork and within 20 days. Invoices are issued in Swiss Francs (CHF) or Euro (EUR) only. Customers domiciled in Switzerland or the Principality of Liechtenstein (headquarter of subsidiary) will be charged the official tax rate for VAT (currently at 8%). Payments are to be settled net without deduction.

4 Withdrawal, adjournment

- Withdrawal by MT: Should service provision turn out to be impossible or unacceptable due to act of God (war, natural disaster, sovereign interceptions, labour disputes etc.) or for other important reasons (i.e. non-availability of project manager), or should the provider refuse to balance the bills in due time, MT is entitled to step back from the contract. In this case, payments of services, already performed and delivered, will be reimbursed to the purchaser, minus performances already delivered. Further claims will be explicitly excluded.
- Withdrawal by purchaser: Should the purchaser withdraw a project after its commission, the following will apply: Any stages of the project are to be paid for in total. Furthermore, and for all stages of the project that had been agreed upon in the contract, the purchaser will have to paid, in response to preparatory work and resources, made available: 50% for cancellation at least 4 weeks before kick off of the project, 100% for any later cancellation.
- Additional costs (such as re-allotment, resources already made available or booked) incurred due to delays caused by the purchaser will be charged. Adjournment sine die equal resignation.

5 Notice of cancellation and modifications on the contract

- Modifications on the contract are to be done in writing. A notice of cancellation requires means of registered letter.

6 Legal venue, applicable law

- The contractual relationship between purchaser and MT runs under Swiss Legislation, herewith excluding United Nations Convention on Contracts for the International Sale of Goods. Place of jurisdiction is Beckenried / Switzerland.