

SUPSI

GENERAL CONDITIONS FOR ISAAC SERVICES

1. In General

The activities of research and services of ISAAC are essentially developed within two areas: that of renewable energy, in particular solar and geothermal energy, and that of the rational use of energy in buildings, applied according to ecological and economic criteria.

The concluded contract within the sphere of activities offered by ISAAC qualifies as a contract of mandate pursuant to Swiss civil law. The activity provided by ISAAC is, however, limited to the provision of services requested by the Client.

2. Application of the Present General Conditions

The present general conditions (hereinafter defined as: GC) apply to all relations with the contractual partner (hereinafter defined as: Client). Particular conditions contractually negotiated will be treated separately in written form. Oral agreements not followed by a finalized agreement, signed by both Parties, are not binding and are regarded as never been concluded.

Possible general conditions are applicable to the contractual relationship with ISAAC only upon expressed written agreement on the part of ISAAC.

3. Contractual Basis

The services of ISAAC are regulated on the basis of a written contract, defined by order confirmation, duly countersigned by the Client.

Each request for modification of the contractual basis on the part of the Client, after acceptance of the order confirmation, entails the updating of the services provided, especially as this pertains to the schedule and the price.

4. Services of ISAAC and Subcontracting of Services

ISAAC provides the service to the Client according to the specific written agreements in the contract. ISAAC can, if necessary, subcontract the services to a Third Party – compliant with ISO 9001 certification/ ISO 17025 accreditation – considering that possible higher costs with respect to the contractual service agreement will not be charged to the Client.

In such a case, the Client will be informed of the identity of the Third Party.

In case of urgency, and if it is impossible to consult the Client to obtain prior authorization, power is given to ISAAC to proceed autonomously to make use of the collaboration of a Third Party – compliant with ISO 9001 / ISO 17025 – where this results in the interest of the Client.

The determination of an “urgent situation” is the responsibility of ISAAC, made autonomously and as the only arbiter.

4.1. Provision of Services

ISAAC commits itself to delivering the service agreed upon with the Client within the established contractual time limits. The respect of such deadlines on the part of ISAAC demands, however, the receipt, in due time, of necessary instructions, information and samples from the Client.

In the case of problems and/or delays during the performance of the appropriate services, ISAAC commits itself to promptly informing the Client in written form.

If, due to such problems or delays, the Client should put an end to the entrusted mandate, ISAAC will invoice to the Client the services as far as they have been carried out, on the basis of the agreed upon prices.

5. Liability

ISAAC can be held liable only towards Client exclusively for:

- the non-fulfillment of the contractually-established services.
- the mode of execution of the service in terms of quality, competence and skill.

ISAAC is not liable towards the Client or Third Party for any action taken or not taken on the basis of the final report released at the conclusion of the service.

ISAAC is liable towards the Client for the conservation of the samples in its own testing centre and storeroom, with the exception of a deterioration caused by intrinsic defects in such samples. Neither insurance nor any liability apply to the coverage of damage or the loss of samples belonging to the Client once these have been

handed over from the testing centre and then from the ISAAC storeroom.

ISAAC excludes any liability for damages caused – as much by the Institute as by Third Parties to which ISAAC has subcontracted the appropriate services – by persons or things as a result of laboratory analyses and tests, because of intrinsic defects in the samples.

Equally ISAAC excludes any liability for possible damages to the samples delivered by the Client occurring during the performance of tests and relating to intrinsic defects in the samples.

6. Transport, Delivery and Shipment of Samples

Upon returning samples to the Client, in the event of transport, delivery and/or shipment, the liability of ISAAC is limited to the period between the loading of samples from its own laboratories and storeroom, and delivery to the forwarder or Client.

The transport of samples is always performed in the name of and on behalf of the Client, who accepts all risks of loss, as well as damage, once the samples leave the laboratories and storeroom of ISAAC.

The samples to return to the Client are packed by ISAAC with the same original package wrapping provided by the Client, which ISAAC handles and opens with due care. Only in exceptional cases, with the expressed agreement of the Client, is non-original package wrapping used. In such a case, ISAAC is liable for damage to the samples caused by the non-original packing.

6.1. Costs of Transport and Shipment, Expenses of Storage

If not otherwise established contractually, the expenses of transport and shipment of samples (including any possible customs payments and the potential purchase of package wrapping) are the liability of the Client and are invoiced to the Client.

The expenses of storage and storeroom of the samples at ISAAC for a period of no more than 60 days, counting from the date of issue of the invoice, are included in the agreed upon contractual price.

After this period, ISAAC will contact the customer to request the removal of samples. In the case of failure to remove the samples by the deadline set, said samples will be forfeited as the property of ISAAC, without any further notice or compensation whatsoever.

7. Conditions and Terms of Payment for Services

ISAAC commits to invoicing the Client for services requested by the Client and indicated in the order

confirmation. If not otherwise established contractually, the Client is required to pay the balance within 30 days from the date indicated in the invoice.

The value added tax (VAT) is indicated separately in the invoice.

8. Other Obligations of the Client

The terms of delivery of instruction, information and/or samples by the Client to ISAAC, as defined in the contract, are binding and are not extendable, except with an expressed written agreement between the Parties. In the case of lateness on the part of the Client, ISAAC reserves the right to charge the Client for any corresponding harm, including damages for the loss of earnings.

The Client is liable for informing ISAAC of any intrinsic or potential peculiarity of the delivered samples, which may cause harm to personnel or damage to the structures of ISAAC (e.g. the presence or the risk of the presence of radiation, toxicity, explosive elements, environmental pollution, etc.).

The Client is liable towards ISAAC for any harm and/or damages caused by the delivered samples to personnel or to the structures of ISAAC, as well as to Third Parties to which ISAAC has subcontracted services, resulting from tests and analyses carried out.

9. Client Information

Compliance with Swiss Federal Law for the Protection of Information (Swiss Federal Law on Data Protection) is guaranteed with regard to sensitive information provided by the Client to ISAAC, even in the case of subcontracting for the provision of services.

In the absence of expressed authorization on the part of the Client, ISAAC provides no information to Third Parties concerning the Client, data or results of tests. A request for the release of information by Swiss or foreign legal authorities is guaranteed.

ISAAC retains the faculty to make use of the results of analyses – treated and mentioned in anonymous form – for scientific purposes.

The Client, who does not agree with such a use on the part of ISAAC, must express this in a written communication, at the latest at the moment of signing the contract.

10. Data Storage

The data related to the provided services are preserved at ISAAC for a period of five years.

Past this period ISAAC is authorized, without the necessity of consulting the Client, to destroy all relevant documentation, both paper and computer-based.

11. Applicable Law

For its own services, ISAAC enforces and guarantees compliance with all the legal rules relative to the sector, in which it operates, as well as with laws, regulations and technical rules established by appropriate international and worldwide organizations.

12. Complaints, Applicable Law and Court

Within the quality system ISO 9001, ISAAC promotes the satisfaction of the Client as one of the main goals of its policy as well as the continual improvement of its services.

Complaints made by the Client are considered and treated in such a way as to correct, as soon as possible, any inconsistencies indicated.

In the interests of the Parties, in order to resolve any possible dispute relative to services provided, the customer must submit any complaints - in writing and not later than 60 days from the date of issuance of the final report - to the service manager, who will duly attend to the verification of the dispute.

Legal disputes between ISAAC (or Third Parties to which services are delegated) and the Client submit to Swiss law.

The court of Lugano is qualified. Furthermore, ISAAC has the specific and preventive faculty to bring the Client to the court within the Client's jurisdiction.

The present general conditions come immediately into force.

Written in Canobbio on July 2012

Approved by


Franco Gervasoni

Director of SUPSI

SUPSI

Franco Gervasoni
Direttore