



## GENERAL TERMS AND CONDITIONS FOR ADDITIONAL SERVICES version January 2004

### 1. Preamble

MeteoSwiss authorises customers to receive and use additional services ("services") according to the following conditions.

The contract is subject to private law. The purchase of services from the standard range of services is subject to public law.

### 2. Supply of services

MeteoSwiss supplies the services to the customer as end user for his own use, that is for decision taking or for processing in non-meteorological or non-climatic services.

### 3. Terms of supply

The supply of services is made with the communication technologies available to MeteoSwiss to the address nominated by the customer.

The customer is placed under a duty to accept the services on the basis of the distribution channels employed by MeteoSwiss.

### 4. Supply dates

MeteoSwiss guarantees supply in due time of those services which are available to itself. MeteoSwiss may supply the correct services subsequently on non-delivery / incorrect delivery of services.

### 5. Transmission faults

The risk of transmission passes to the Customer as soon as MeteoSwiss has supplied the additional services.

The parties shall without delay notify each other of transmission faults which are traceable to defects with the transmission circuits / equipment.

Each party shall itself eliminate the fault and bear the costs of elimination in its own transmission circuits / equipment.

### 6. Correctness / completeness

MeteoSwiss shall undertake no guarantee for the correctness of the services as regards

content. MeteoSwiss shall not guarantee or be liable for the completeness of the services. MeteoSwiss excludes all liability for the eventual loss of the services supplied by it.

### 7. Services provided by third parties

MeteoSwiss excludes all guarantee / liability for services provided by third parties and shall not be liable for the delayed supply of services provided by third parties.

### 8. Prices

The customer is liable to pay the agreed prices.

All prices are quoted exclusive of value-added tax.

Invoices are payable within thirty days.

The address of supply is also the address for the invoice, in the absence of separate agreement. Any further costs arising (expenses, additional personnel expenditure, etc.) shall be charged separately.

### 9. Delay in payment

MeteoSwiss shall have the right to refuse further supply of services on non-payment within the time stipulated, until full payment of all outstanding sums including interest on arrears.

The customer shall owe MeteoSwiss CHF 20.-- collection fee per reminder as well as any costs of collection and costs of litigation, to the full extent.

### 10. Scope of use

All incorporeal rights and rights of use shall remain with their legal owners, whether with MeteoSwiss or its sub-contractors.

The customer shall receive the right to apply the services solely for own use.

A use in excess of this is prohibited.

The customer may be authorised to modify formats and graphical layouts of the services.

It shall require notification if the customer instructs a third company with the presentation, re-processing or evaluation of the ser-

vices in order to use the result for itself. In addition, the customer shall regulate the use of the services contractually with the third company and shall be responsible that the third company makes no other use of the services than is authorised to the customer itself. All other transmission of the services to third parties or retailers as well as the sale, charging or licensing is prohibited.

#### **11. Duty of protection**

The customer shall ensure that no unauthorised use of the services takes place. He shall be liable to MeteoSwiss to the full extent for damage which arises to MCH through use of the services in breach of contract.

In addition, MeteoSwiss shall be entitled to take any gain made from the breach, to the full extent.

#### **12. Legal guarantee**

MeteoSwiss hereby declares that it is itself entitled to the services. MeteoSwiss shall accept the costs of defence as well as further damage if third parties raise breach of industrial property rights and contractual claims against the customer as a consequence of the use of the services, provided that the breach of the industrial property rights can be proved to emanate from wilful or grossly negligent actions taken by MeteoSwiss.

The customer shall notify MeteoSwiss of claims made without delay and authorise it in writing to conduct the defence including to conclude a settlement.

#### **13. Liability**

MeteoSwiss shall be liable for direct damage provided that the customer proves that MeteoSwiss has acted wilfully or with gross negligence.

All liability of MeteoSwiss for indirect damage in excess of this, such as loss of profits, consequential damage etc. is expressly excluded. Liability of MeteoSwiss for slight negligence is expressly excluded.

#### **14. Notice**

Subscription contracts may be terminated by the customer by giving one month's notice in writing expiring at the end of a period of contract of at least three months.

#### **15. Alterations to catalogue**

MeteoSwiss reserves the right to delete services from its catalogue following a period of notice of at least three months.

#### **16. Reservation of requirement as to written form**

Alterations and additions to the General Terms and Conditions ("AGB") shall be in writing. This shall also apply to the agreement as to written form itself. Verbal ancillary agreements do not exist.

#### **17. Partial voidness / ineffectiveness**

If a provision of the AGB shall be void or ineffective, neither the remaining provisions nor the AGB in general shall thereby be affected. The parties shall fill the omission in conditions arising by mutual agreement. A replacement provision shall correspond with the commercial purpose, the intended balance and the spirit of the contract.

#### **18. Divergent written agreements**

Any divergent written agreements shall take precedence over the AGB.

#### **19. Amendments to the AGB**

MeteoSwiss reserves the right to amend the AGB at all times.

Amended AGB shall be notified to the customer in writing or by other suitable means, and in the absence of objection within a period of one month, shall be deemed to be approved.

#### **20. Applicable law and place of jurisdiction**

This contract shall solely be subject to Swiss private law.

The sole place of jurisdiction shall be Zurich.