



OSCM GENERAL TERMS & CONDITIONS for SERVICES_Rev.2021

1. OSCM GT&C

1.1 These general terms and conditions for consultancy services apply to the performance of consultancy services provided by Olivieri SCM (referred to as "OSCM" in the following) to the Customer (referred to as "OSCM Customer" in the following) under contracts into which they are expressly incorporated. Deviating, contrary or supplementary terms and conditions of OSCM Customers shall not form part of a Commercial Consultancy Assignment (referred to as "Assignment" in the following) signed by the parties, even where this is not expressly contested by OSCM. These OSCM general terms and conditions consist of 5 pages numbered from 1 to 5.

1.2 Any special agreements with the Customer made in individual cases (including collateral agreements, supplementary agreements or modifications) take precedence over these general terms and conditions for consultancy services. A written contract or the written confirmation of OSCM is decisive for the content of such agreements.

1.3 Once incorporated, these terms shall apply to the exclusion of all other terms and conditions including any terms which an OSCM Customer may purport to apply under any confirmation of instruction or similar document.

1.4 The OSCM terms shall continue to apply to all services provided by the Consultant to the OSCM Customer under any contract hereafter until expressly excluded in writing.

2. ASSIGNMENT

2.1 The Consultant agrees to carry out the Consultancy in accordance with the Commercial Consultancy Assignment. Information, consultancy, recommendations or explanations of OSCM can be made orally or in writing, in paper or electronic format.

2.2 The OSCM Customer agrees to cooperate with the Consultant in the performance of the Consultant's services and to give such support, facilities and information as may be reasonably required.

2.3 Proceedings or events occurring after performance of a consultancy service do not oblige OSCM to update or review the consultancy service performed.

3. CHARGES AND PAYMENTS

3.1 The OSCM Customer agrees to pay the charges and expenses in accordance with the provisions of the Commercial Consultancy Assignment.

3.2 All sums due from the OSCM Customer which are not paid on the due date (without prejudice to the rights of the Consultant under these terms) shall bear interest from day to day at the same annual rate as is prescribed from Late Payment of Commercial Debts applicable regulation and /or law with a minimum rate of 10% per annum.

3.3 During any period in which payments from the OSCM Customer are overdue, the obligations of the Consultant may be suspended.

3.4 Expenses incurred by the Consultant and recoverable from the OSCM Customer hereunder shall be subject to an administration charge of 10% of cost-plus VAT (if applicable) payable by the OSCM Customer.



4. CONFIDENTIALITY

The Consultant undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the OSCM Customer other than to sub-contractors who have signed an appropriate secrecy undertaking or others where the OSCM Customer has expressly or impliedly consented to the disclosure.

5. DELEGATION & BUSINESS PARTNERSHIPS

5.1 The Consultant undertakes to consult with the OSCM Customer before delegating any of the Consultant's obligations hereunder.

5.2 The Consultant shall have discretion as to which of its project-related business partners are assigned to perform its services but shall consult with the OSCM Customer concerning any significant changes.

5.3 The economic relations deriving from business partnerships are regulated separately by OSCM with its business partners. Unless there is express consent from OSCM, for no reasons business partners can interact directly with OSCM customers. The level of commissions is agreed directly by OSCM with the customers. OSCM recognizes to its partners a share on the net profits generated by the partnership according to specific agreements and nothing else. Any other contribution, fee, insurances, reimbursement of expenses, additional charge in any capacity from business partners is always and for any reason excluded.

6. INTELLECTUAL PROPERTY

The Consultant undertakes not to cause anything which may damage or endanger the intellectual property of the OSCM Customer or the OSCM Customer's title to it or assist or allow others to do so.

7. LIABILITY AND INSURANCE

7.1 The Consultant shall have no liability to the OSCM Customer for any indirect, special or consequential loss to the OSCM Customer arising out of or in connection with the provision of any goods or services pursuant to the Commercial Consultancy Assignment.

7.2 Any claims of the Customer for damages are excluded. This does not apply to claims by the Customer for damages arising from injury to the life, body or health, or where key contractual obligations ("cardinal obligations") are infringed, or to other forms of damage caused by any intentional or grossly negligent dereliction of duty on the part of OSCM. Key contractual obligations are such that need to be fulfilled in order to achieve the aim of the contract.

8. TERMINATION FOR BREACH

The following obligations are conditions of the Assignment and any breach of them shall entitle the party not in breach to terminate the Assignment by immediate written notice and the rights and liabilities of the parties shall then be determined in accordance with clause 9:

8.1 Failure on the part of the OSCM Customer to make punctual payment of all sums due to the Consultant under the terms of the Assignment.

8.2 Failure on the part of the Consultant to remedy any breach of its obligations hereunder within a reasonable time following written notice from the OSCM Customer which: refers to this



clause; specifies the breach with full particulars; indicates how the breach is to be remedied and specifies the OSCM Customer's opinion of a reasonable time for remedy.

8.3 The doing or permitting of any act by which the Consultant's rights in any intellectual property may be prejudiced or put in jeopardy.

8.4 Any serious or persistent breach by the OSCM Customer of its obligations hereunder.

9. TERMINATION AND CONSEQUENCES

In the event of the Assignment being terminated whether by effluxion of time, notice, breach or otherwise and without prejudice to any other remedy available to the Consultant the OSCM Customer shall immediately pay to the Consultant:

9.1 any sums due under the terms of the Commercial Consultancy Assignment.

9.2 in the event of termination by reason of sub-clauses 8.1, 8.3, 8.4, any further sums which would but for the termination of the Assignment have fallen due by the end of the Consultant's engagement less a discount for any accelerated payment at the rate of 5% per annum.

10. CONSULTANT'S OUTPUTS, MATERIALS AND INFORMATION

10.1 All intellectual property rights including copyright which are capable of existing in any documents, computer software or information or (without limit) other materials created or provided pursuant to this contract by the Consultant shall be and remain the Consultant's property.

10.2 The OSCM Customer undertakes to keep all materials, documents and information provided to it by the Consultant confidential to itself and its employees and not to distribute any product of the services provided hereunder to any third party without the Consultant's prior written consent.

10.3 Any materials produced or supplied to the OSCM Customer by the Consultant in which intellectual property rights are capable of subsisting shall be licensed to the OSCM Customer for internal use only in connection with the purposes of the terms of reference and such licence shall forthwith terminate if notice is given by the Consultant terminating this contract pursuant to clause 8.

10.4 The OSCM Customer and the Consultant undertake with each other not during the course of this contract to infringe the intellectual property rights of any third party.

11. CONSULTANT'S REFERENCES TO OSCM CUSTOMER

11.1 Subject to clause 4 (Confidentiality) the Consultant shall be entitled to refer to its provision of services to the OSCM Customer for any purpose in connection with the Consultant's business provided that prior to any published reference to the OSCM Customer the Consultant shall give the OSCM Customer an opportunity to object to such reference and in the event of objection upon reasonable grounds shall not refer to the OSCM Customer as proposed.

12. FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the



reasonable control of the parties or either of them renders the performance of the Assignment impossible, whereupon all money accrued due under the Assignment shall be paid.

13. MISCELLANEOUS

13.1 Warranty

Each of the parties warrants its power to enter into the Commercial Consultancy Assignment and has obtained all necessary approvals to do so.

13.2 Whole Assignment

Each party acknowledges that the Commercial Consultancy Assignment (as varied) and the conditions contain the whole agreement between the parties and that it is not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

13.3 Change of address

Each of the parties shall give notice to the other of the change or acquisition of any address or telephone, telex or similar numbers at the earliest possible opportunity but in any event within 120 hours of such change or acquisition.

13.4 Notices

Any notice to be served on either of the parties by the other shall be sent by registered post to the address of the relevant party shown at the head of the Commercial Consultancy Assignment or such other address substituted in writing under clause 13.3 (and if more than one address any such address) or by electronic mail. In the case of using electronic mail the notice shall be deemed to have been received by the addressee if acknowledged by the counterparty.

13.5 Proper law and jurisdiction

13.5.1 This agreement shall be governed by Swiss law in every particular including formation and interpretation and shall be deemed to have been made in Switzerland.

13.5.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in Switzerland.

13.5.3 The submission by the parties to such jurisdiction shall not limit the right of the Consultant to commence any proceedings arising out of this agreement in any other jurisdiction it may consider appropriate.

13.5.4 Any notice of proceedings or other notices in connection with or which would give effect to such proceedings may without prejudice to any other method of service be served upon any party in accordance with clause 13.4.

13.5.5 In the event that the OSCM Customer is resident outside Switzerland, its available address for service in Switzerland shall be the address for such service nominated in this agreement and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the OSCM Customer.



13.6 Waiver

Failure by either party to enforce at any time or for any period any one or more of the terms or conditions of the Assignment shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of the Assignment.

13.7 Status of Consultant

13.7.1 The Consultant (if an individual) shall be an independent contractor and not the employee of the OSCM Customer.

13.7.2 In such capacity, the Consultant shall bear exclusive responsibility for the payment of his or her compulsory insurances as contributions as a self-employed person and for the discharge (if applicable) of any income tax and VAT liability arising out of remuneration for the work performed by him or her under the Commercial Consultancy Assignment.

13.7.3 The Consultant shall not be subject to directions from the OSCM Customer as to the manner in which he or she shall perform his or her work.

13.8 Use of third parties' services or sub-contracting

OSCM has the right to use the services of third parties for the purpose of performing the consultancy services. OSCM shall be entitled to sub-contract any of its rights or duties under the Assignment.

13.9 Set-off

The OSCM Customer shall not be entitled to withhold payment of any sum otherwise payable to the Consultant by reason of any claim, set-off or for damages in relation hereto.

14. MEDIATION

In the event of any dispute arising between the parties in connection with the Commercial Consultancy Assignment, the parties will in good faith seek to resolve that dispute through arbitration. The arbitrator shall be agreed upon within 30 days of one-party requesting arbitration.

Should the parties not agree on the choice of the arbitrator, then the arbitration shall take place in accordance with the Rules of Arbitration of the International Chamber of Commerce of Paris. Place of arbitration shall be Paris, France. Unless otherwise agreed, the parties shall share equally the costs of the arbitration. If the dispute is not resolved within 30 days or one of the parties refuses to participate in arbitration, the dispute shall be resolved by way of litigation.

The Commercial Consultancy Assignment shall be construed according to and governed by the laws of Switzerland.

Nothing in this clause shall prevent either party seeking a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary nor shall the Consultant be precluded from issuing proceedings or taking any other step in relation to the non-payment of monies due.