



## GENERAL TERMS AND CONDITIONS FOR ADDITIONAL SERVICES version May 2010

### 1. Scope of contract

These General Terms and Conditions contractually regulate the purchase and the use of the additional services ("services").

The contract pertaining to the additional services is governed by private law. The purchase of services from the standard range of services is governed by the provisions of public law.

### 2. Supply of services

MeteoSwiss supplies the services to the customer to the extent agreed and for the use defined in Article 10 et. seq. of the General Terms and Conditions and in the separate agreement.

### 3. Terms of supply

MeteoSwiss supplies the services to the address indicated by the customer using the communication technology that it has available.

The customer is obliged to accept the services on the basis of the distribution channels employed by MeteoSwiss.

### 4. Supply dates

MeteoSwiss guarantees the punctual supply of the services that it has at its disposal.

In the event of the non-delivery or incorrect delivery of services, MeteoSwiss may supply the services as stipulated at a later date.

### 5. Transmission faults

The risk of transmission passes to the Customer as soon as MeteoSwiss has supplied the services. Each party shall without delay notify the other party in the event of any transmission faults which are traceable to defects of the transmission circuits / equipment.

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

### 6. Accuracy / Completeness

MeteoSwiss provides no guarantee as to the accuracy of the services as regards content. MeteoSwiss does not guarantee and may not be held liable for the completeness of the services.

MeteoSwiss excludes all liability for any loss of the services that it supplies.

### 7. Services provided by third parties

MeteoSwiss excludes any guarantee or liability for services provided by third parties and may not be held liable for the delayed supply of services provided by third parties.

### 8. Prices

The customer shall pay for the services in accordance with the prices agreed in the separate agreement.

All prices are quoted exclusive of value-added tax.

Invoices are payable within thirty days.

The supply address is also the billing address, in the absence of any agreement to the contrary.

Any further costs arising (expenses, additional personnel expenditure, etc.) shall be charged separately.

### 9. Delay in payment

In the event of non-payment within the time stipulated, MeteoSwiss has the right to refuse to supply further services until full payment has been made of all outstanding sums including interest of 5% on arrears.

The customer shall pay 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 remain the property of their legal owners, whether with MeteoSwiss or its sub-contractors.

The customer has the right to use the services to the extent stipulated in a separate agreement. Any use in excess of this is prohibited.

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

If the customer instructs a third company with the presentation, re-processing or evaluation of the services in order to use the result for itself, it must give notice of this. In addition, the customer is required to contractually regulate the use of the services with the third company. The customer is responsible for ensuring that the third company makes no other or further use of the services than the customer itself is authorised to make.

All other transmission of the services to third parties or retailers as well as the sale, pledging or licensing of the services is prohibited.

### 11. Duty of protection

The customer shall ensure that no unauthorised use of the services takes place.

The customer shall provide appropriate instruction to its staff, take security measures according to common practice in the industry and shall make regular checks in order to prevent use in breach of contract.

In the event of services being used in breach of contract, MeteoSwiss shall allow 48 hours in which to eliminate the non-contractual situation and to restore the situation in accordance with the contract.

If the customer fails to restore the situation in accordance with the contract within the period allowed, the customer shall pay MeteoSwiss a contractual penalty amounting to one twelfth of the cost of the services obtained from MeteoSwiss in the previous year. In the event that the customer has been in receipt of the services for less than one year, the penalty due amounts to the cost of the services obtained divided by the number of months in which the contract has been in force.

If the customer still fails to eliminate the situation that is not in accordance with the contract and does not restore the situation in accordance with the contract within the subsequent 72 hours, MeteoSwiss has the right to terminate the contract without further warning. Payments already made are forfeited to MeteoSwiss. Payments due for the current calendar year remain due and must be paid in accordance with the contract. In addition, the customer shall owe MeteoSwiss a contractual penalty amounting to one half of the cost of the services obtained from MeteoSwiss in the previous year. In the event that the customer has been in receipt of the services for less than one year, the penalty due amounts to one half of the cost of the services obtained.

If MeteoSwiss waives its right to withdraw from the contract, the customer shall nevertheless owe MeteoSwiss a contractual penalty amounting to one half of the cost of the services obtained from MeteoSwiss in the previous year. In the event that the customer has been in receipt of the services for less than one year, the penalty due amounts to one half of the cost of the services obtained.

The payment of the contractual penalty shall not release the customer from its obligation to comply with its contractual duties.

The right to claim for further damages is expressly reserved.

#### **12. Indication of source**

The source of the services supplied must be indicated as follows:

If distributed directly in text formats: "Source: MeteoSwiss".

If distributed directly in graphical formats: "Source: MeteoSwiss".

#### **13. Legal guarantee**

MeteoSwiss hereby declares that it is itself entitled to the services. If third parties raise an action against the customer in respect of a breach of industrial property rights or other contractual claims as a consequence of the use of the services, MeteoSwiss shall accept the costs of defending the action as well as any costs provided that it is proven that the breach of the industrial property

rights is due to wilful or grossly negligent conduct by MeteoSwiss.

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

#### **14. Liability**

MeteoSwiss is liable for any direct loss or damage provided the customer proves that MeteoSwiss has acted wilfully or with gross negligence.

Any liability of MeteoSwiss for indirect loss or damage in excess of this, such as loss of profits, consequential damage, etc. is expressly excluded.

The liability of MeteoSwiss for simple negligence is expressly excluded.

#### **15. Termination**

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

#### **16. Alterations to catalogue**

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

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

Alterations and additions to these General Terms and Conditions must be made in writing. This also applies to the agreement as to written form itself. Verbal ancillary agreements do not exist.

#### **18. Partial invalidity / Ineffectiveness**

If a provision of these General Terms and Conditions is invalid or ineffective, neither the remaining provisions nor the General Terms and Conditions in general is affected.

The parties shall replace the invalid or ineffective provision by mutual agreement. A replacement provision shall correspond to the commercial purpose, the intended balance and the spirit of the contract.

#### **19. Divergent written agreements**

Any divergent written agreements shall take precedence over these General Terms and Conditions.

#### **20. Amendments to the General Terms and Conditions**

MeteoSwiss reserves the right to amend the General Terms and Conditions at any time.

Amended General Terms and Conditions 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.

#### **21. Governing law and place of jurisdiction**

This contract is governed exclusively by Swiss private law.

The sole place of jurisdiction is Zurich.