

### 1. Terms and conditions

By accessing the [edox.cotecna.com](http://edox.cotecna.com) web site (the «Web Site») the User (as defined below) agrees to be bound by these E-Dox Terms and Conditions (hereinafter «Terms and Conditions») applicable to the electronic transfer of data between the Parties (as defined below) and to data authentication (the «Services»). Such agreement is binding between the User and the Company (as defined below). COTECNA SA reserves the right to amend these Terms and Conditions at any time.

### 2. The Parties

- 2.1 COTECNA SA and any affiliated company or any of their contracted agents (hereinafter the «Company»).
- 2.2 Individuals or entities which make use of the Services provided by the Company by accessing its Web Site (hereinafter the «User»).

### 3. Issuance of Electronic Documents

- 3.1 The Company may, at its sole discretion, offer the User the option to receive inspection certificates, reports and/or other documents by email (the «Electronic Documents»).
- 3.2 The User shall instruct the Company in writing of the parties which may receive the Electronic Documents. The Company will ensure that the third parties expressly designated by the User can receive such Electronic Documents in the same way as the User itself. The Company cannot accept any liability for any claim for loss, damage or expenses of whatever kind or origin which may arise from the transmission of Electronic Documents to the User or any of its named parties.

### 4. Authentication of Electronic Documents

- 4.1 The Company provides the Web Site for the User's convenience only. It is the User's responsibility to check the genuineness of the Electronic Documents.
- 4.2 The Company shall not assume any responsibility for the accuracy and completeness of the Electronic Documents if their genuineness has not been checked by the User on the Web Site.
- 4.3 The Company shall not be liable for any damages the User may incur resulting from transmission errors, including but not limited to technical defects, systems overload, interruptions or malfunctions.

### 5. Network safety and Limitations of Liability

- 5.1 The Company will take all necessary security measures regarding the Electronic Documents. However, the security of the User's computer and/or network is beyond the Company's control and therefore the Company cannot guarantee

absolute security and cannot accept any responsibility thereof.

- 5.2 The User acknowledges that lack of security measures at its end can increase the risk of illicit access to the Electronic Documents and accepts responsibility for implementing its own security measures.
- 5.3 The User specifically agrees to use state of the art antivirus protection to avoid infection of its own network and potentially the Company's and its other customers. Failure to do so may cause the Company harm for which the User accepts full liability.
- 5.4 The Electronic Documents are to be treated as original documents in compliance with article 17(b) of the Uniform Customs and Practice for Documentary Credit [ICC Publication No. 600]. The User acknowledges that the Electronic Documents may, however, be refused by transaction counterparts and accepts that the Company will not bear any liability for claims and/or losses in that regard.
- 5.5 The Company will not incur any liability either directly or for consequential or derivative damages including loss and profits, losses of future businesses, losses of production and/or cancellation of contracts concluded by the User due to the use of these Services.

### 6. Amendments and modifications

- 6.1 No modification or amendment of one of the clauses of these Terms and Conditions will have effect unless made in writing and signed by a person duly qualified for this purpose by COTECNA SA.
- 6.2 If one or more provisions of these Terms and Conditions should prove to be illegal or inapplicable for whatever reason, the validity and application of the other provisions will not in any case be affected by it.

### 7. Applicable law, jurisdiction and settlement of disputes

- 7.1 These Terms and Conditions are governed and interpreted according to Swiss law and any disagreement will be judged in a definitive way in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date on which the notification of arbitration is lodged in accordance with this Regulation. The place of this arbitration shall be Geneva, Switzerland. The proceedings will be conducted in English, unless the parties together decide differently. The arbitration court will be composed of three (3) arbitrators, unless the litigious value is below 1 Mio CHF.