



GENERAL TERMS AND CONDITIONS FOR ADDITIONAL SERVICES version January 2008

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

2. Supply of services

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

3. Terms of supply

MeteoSwiss supplies the services using the communication technology available to itself to the address indicated by the customer.

The customer is placed under the obligation 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 services as stipulated subsequently on non-delivery or incorrect delivery of services.

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 transmission faults which are traceable to defects of 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 for the services in accordance with the prices quoted 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 a 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 of 5% 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 use the services as stipulated in a separate agreement.

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 services in order to use the result for itself. In addition, the customer shall contractually regulate the use of the services with the third company. The customer shall be responsible that the third company makes no other or further 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, pledging or licensing 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 for 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 give a notice of 48 hours to eliminate the situation not in accordance with the contract and to restore the situation in accordance with the contract.

If the customer fails to restore the situation according to contract within the period of notice, the customer shall owe MeteoSwiss a contractual penalty equal to a one-twelfth part of the amount paid for services obtained from MeteoSwiss in the previous year. If this occurs in the course of the first year, the customer shall owe the amount of the obtained services divided by the number of months of the duration of the contract.

If the customer still fails to eliminate the situation not in accordance with the contract and does not restore the situation according to contract within the subsequent 72 hours, MeteoSwiss shall have the right to terminate the contract without further warning. Payments already made shall be forfeited to MeteoSwiss. Payments due for the current calendar year shall remain owing and shall be paid in accordance with the contract. **In addition, the customer shall owe MeteoSwiss a contractual penalty equal to half the amount paid for the services obtained from MeteoSwiss in the previous year. If this occurs in the course of the first year, the customer shall owe half of the amount paid for services in the current year.**

If MeteoSwiss waives rescission of contract, the customer still shall owe MeteoSwiss a contractual penalty equal to half the amount paid for the services obtained from MeteoSwiss in the previous year. If this occurs in the course of the first year, the customer shall owe half of the amount paid for services in the current year.

The payment of the contractual penalty shall not release the customer from observance of contractual duties.

The claim for further damages shall remain expressly reserved.

12. Indication of source

The source of the services supplied is to be quoted as follows:

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

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

13. 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 and conclude a settlement.

14. 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 - within the provisions of the law - expressly excluded.

Liability of MeteoSwiss for slight negligence is expressly excluded.

15. 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.

16. Alterations to catalogue

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

17. Reservation of requirement as to written form

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

18. Partial voidness / ineffectiveness

If a provision of the General Terms and Conditions shall be void or ineffective, neither the remaining provisions nor the General Terms and Conditions 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.

19. Divergent written agreements

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

20. Amendments to the General Terms and Conditions

MeteoSwiss reserves the right to amend the General Terms and Conditions at all times.

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. Applicable law and place of jurisdiction

This contract shall solely be subject to Swiss private law.

The sole place of jurisdiction shall be Zurich.