

Cotecna™ E-DOX TERMS AND CONDITIONS (2022)

1. The Parties

- 1.1 The Services (as defined hereunder) are provided by COTECNA INSPECTION SA and/ or any affiliated company (hereinafter the «Company»).
- 1.2 Individuals or entities which make use of the Services provided by the Company by accessing its Web Site (hereinafter the «User»).

2. Terms and conditions

- 2.1 By accessing the <https://e-dox.cotecna.com/validator> 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: i) access and use of the E-Dox platform via the Website and ii) the electronic transfer of data between the Parties and to data authentication services provided through the Web Site (the «Services»). Such agreement is binding between the User and the Company (as defined below). COTECNA INSPECTION SA reserves the right to amend these Terms and Conditions at any time.
- 2.2 The Terms and Conditions do not govern any other services which the Company may provide under one or more separate agreement, such as, inter alia, testing, inspection, certification or audit services.

3. Issuance of Electronic Documents

- 3.1 The Company, as licensor, may, at its sole discretion, offer the User the option to receive inspection certificates, reports and/or other documents by email (the «Electronic Documents»). In such case, subject to the User's compliance with its obligations under these Terms and Conditions, the Company grants to the User, a revocable, limited, non-exclusive, non-transferable, and worldwide right to access and use the Website, in accordance with these Terms and Conditions and any other instruction provided by the Company.
- 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 waives all 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.
- 3.3 As between the Parties, the Company shall be and remain the sole owner or licensor, as applicable, of all rights, title and interest, in particular all intellectual property rights, in and to the website (as well as any associated documentation), and any other element, improvement, enhancement or modification resulting therefrom. Nothing herein shall operate any assignment or transfer of any intellectual property rights to User.

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 authenticity of the Electronic Documents.
- 4.2 The Company shall not assume any responsibility for the accuracy and completeness of the Electronic Documents if their authenticity 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 waives 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] and articles e3(a)(ii) and e3(b)(iii) of the Uniform Customs and Practice for Documentary Credits for Electronic Presentation (eUCP) Version 2.0. 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 Liability for serious fault is according to the relevant provisions of Swiss law. For all other cases, the liability of the Company for any claim for loss, damage or expenses of whatever kind or origin is limited to the lesser of the following amounts:
 - i. The equivalent of ten (10) times the fees paid (or otherwise payable) for the Services pursuant to these Terms and Conditions, or
 - ii. USD 25,000 (twenty-five thousand US Dollars).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.
- 5.6 The Web Site is provided on an *AS IS* and *AS AVAILABLE* basis. To the maximum extent permitted under applicable law the Company expressly disclaims all warranties, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement of third party rights. Further, the Company neither represents or warrants that the Website and Services will be uninterrupted, error-free, accurate or entirely secured.

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 INSPECTION 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

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 Arbitration Centre 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 in which case there shall be 1 arbitrator.