1. Binding force

1.1 The present ROCHE Terms & Conditions (hereinafter called "Conditions") shall govern the submission of offers and conclusion and execution of service contracts between a contracting entity of the ROCHE Group (abbreviated to "ROCHE") and a service provider (abbreviated to "SERVICE PROVIDER"). These Conditions shall form part of the Contract and related offer.

1.2 If the Contract terms differ from these Conditions, the Contract terms shall prevail.

1.3 Other general standards (e.g. of the Swiss Society of Engineers and Architects, SIA) and terms and conditions shall only apply with the Parties' express written agreement. The SERVICE PROVIDER's general terms and conditions shall not be applicable, and no other general terms and conditions of business shall be substituted for these ROCHE General Terms & Conditions. If these Conditions differ from other applicable general terms and conditions of business, the present Conditions shall prevail.

2. Offer

2.1 Free of charge and on request, the SERVICE PROVIDER shall submit to ROCHE an offer that complies with ROCHE’s specifications. If the SERVICE PROVIDER deviates from ROCHE's specifications in its offer, it must expressly point this out in writing. Unless the SERVICE PROVIDER sets a different deadline in its offer, it shall be bound by its offer for 120 days from receipt by ROCHE.

2.2 If the SERVICE PROVIDER finds ROCHE's requested performance of the contract in any way contrary to the recognized rules of good technical practice or unsuited to ROCHE’s intended purpose, it shall notify ROCHE immediately and, if possible, propose alternatives.

2.3 The SERVICE PROVIDER's offer shall specify any substitutes or staff leasing companies it plans to engage.

3. Order

3.1 A service contract shall only be valid if the SERVICE PROVIDER's offer is accepted by ROCHE in writing. The requirement for the service contract to be in writing shall also apply to additional or follow-up orders and to amendments to a contract that has been concluded.

3.2 ROCHE accepts only the signature of its own Order Acknowledgement Form. Any other letters of confirmation from the SERVICE PROVIDER will not be accepted by ROCHE. If the SERVICE PROVIDER deviates from the ROCHE order, the SERVICE PROVIDER shall expressly point out the differences to ROCHE in writing beforehand and agree them with ROCHE. Unless ROCHE expressly consents to the differences in writing, the Contract shall be deemed concluded according to the order originally placed by ROCHE.

4. Amendments

4.1 ROCHE reserves the right to request modifications of the service contract at any time. If the SERVICE PROVIDER finds that such modifications prevent the performance of the service contract within the agreed time and/or cost, it shall immediately notify ROCHE in writing and submit an offer accordingly.

4.2 If the SERVICE PROVIDER fails to notify ROCHE, within five (5) working days of ROCHE’s modification request, that it is submitting a commensurate modification offer, the SERVICE PROVIDER shall be deemed to have consented to execute the modified contract without revision of costs or deadlines.

4.3 ROCHE shall review any modification offer submitted by the SERVICE PROVIDER as quickly as possible. ROCHE shall confirm its approval of the adaptations to the SERVICE PROVIDER in writing. Without written confirmation, the SERVICE PROVIDER shall have no claim to extra remuneration or extensions of deadlines and shall execute the work as originally ordered.

5. Execution

The services performed shall conform to the intended use, latest state of the art, applicable statutory provisions, requirements of authorities and trade associations and the SERVICE PROVIDER's specialist knowledge and due diligence in respect of the Contract.

6. Fee

The agreed fee is a fixed fee in settlement of all the SERVICE PROVIDER's services and disbursements. The fixed fee shall include all ancillary expenses,
7. Maturity and methods of payment
7.1 The SERVICE PROVIDER may present an invoice for its fee when the service contract has been executed in conformity with the Contract and when written confirmation has been provided stating that the services of any substitutes have been fully settled or assured. The invoice shall contain at least the following information: exact billing address, the contract or order number, order item number including service provided, and invoice number and date.
7.2 The fee for the service contract shall fall due on receipt of the invoice, which ROCHE shall settle within 60 days of receipt. Any discount to be granted for early payment must be arranged by the parties in a separate agreement.
7.3 The entitlement to the fee is cancelled or reduced if the service contract is executed improperly or not at all.

8. Use of substitutes and temporary staff
8.1 The SERVICE PROVIDER shall only be allowed to use substitutes and temporary staff with the prior written consent of ROCHE and subject to compliance with the conditions relating to substitutes and staff leasing companies as per item 8.2 below. ROCHE may demand that specified substitutes or staff leasing companies shall be involved in, or excluded from, execution of the Contract.
8.2 The scope of the SERVICE PROVIDER's liability for substitutes, auxiliaries and temporary staff shall be the same as if it had acted itself. Article 399.2 of the Swiss Code of Obligations is hereby expressly waived. This provision also applies to substitutes, auxiliaries and temporary staff proposed by ROCHE. The SERVICE PROVIDER shall include, in its contracts with third parties, whichever provisions of the Contract and of these Conditions shall be necessary to safeguard the interests of ROCHE and perform the Contract.

9. Payment of substitutes and third parties
ROCHE may pay substitutes or third parties directly, for set-off against the fee claimed by the SERVICE PROVIDER, or deposit the respective amount. Both options shall be operative as discharge.

10. The ROCHE Supplier Code of Conduct
10.1 The SERVICE PROVIDER undertakes to comply, and contractually bind its substitutes to comply, with the current version of the ROCHE Supplier Code of Conduct.

10.2 ROCHE has the right to audit the SERVICE PROVIDER's compliance with the Roche Supplier Code of Conduct at any time and without prior notice. The SERVICE PROVIDER shall make contractual provision to ensure that ROCHE can likewise audit the compliance of all substitutes further along the supply chain. ROCHE's right of inspection, and any inspections conducted, shall neither render ROCHE co-responsible nor in any way release the SERVICE PROVIDER from its statutory and contractual obligations.

10.3 If the SERVICE PROVIDER or its substitutes infringe the ROCHE Supplier Code of Conduct, ROCHE shall be entitled to terminate the contracts with the SERVICE PROVIDER without notice or compensation and, where applicable, claim compensation.

10.4 The SERVICE PROVIDER shall be liable in civil law for unlawful behavior or infringements by its substitutes of the ROCHE Supplier Code of Conduct, as if it had acted itself.

11. Secrecy and publications
11.1 Such information as ROCHE may pass to the SERVICE PROVIDER for performance of the Contract shall not be used for other purposes, reproduced, or made accessible to third parties.
11.2 The SERVICE PROVIDER is bound to treat information related to the service contract, and ROCHE's business secrets, as confidential. The SERVICE PROVIDER shall ensure that its substitutes likewise safeguard such information and ROCHE business secrets. By signing the Contract, the SERVICE PROVIDER confirms its submission to this duty of secrecy.

11.3 Any publication, advertising or media release by the SERVICE PROVIDER concerning the activity for and with ROCHE shall require ROCHE's prior, written consent. ROCHE is entitled to withdraw such consent informally at any time.
11.4 The rights and obligations set out in item 10 above shall remain in force for an indeterminate period even after the order has been executed and the contract terminated.

12. Safety and employment conditions
12.1 The SERVICE PROVIDER shall adopt all safety measures necessary for the execution of the Contract and be responsible for the safety of persons and property of ROCHE and third parties.
12.2 The SERVICE PROVIDER hereby confirms that it is familiar and compliant with all applicable employment (especially minimum wage) requirements and occupational health, safety and environment regulations including, but not limited to, the following:
14. Information

14.1 ROCHE shall be entitled at any time to ascertain the performance status of the Contract, especially as regards the planning, actual work done and other important matters.

14.2 ROCHE’s exercise of its information right shall in no way release the SERVICE PROVIDER from its contractual obligations.

14.3 The SERVICE PROVIDER shall inform ROCHE immediately and without prompting of everything that might favor or jeopardize ROCHE interests or the proper performance of the Contract.

14.4 ROCHE may give the SERVICE PROVIDER instructions at any time. The SERVICE PROVIDER shall inform ROCHE of any associated financial, technical and temporal implications and, in particular, raise objections to any inexpedient instructions from ROCHE.

14.5 If the SERVICE PROVIDER makes its own proposals regarding the execution of the service contract, it shall at the same time inform ROCHE of the associated financial, technical and temporal consequences.

15. Deadlines and costs

15.1 If the SERVICE PROVIDER realizes that the execution of the Contract cannot be completed in time and/or at the agreed cost, it shall immediately notify ROCHE accordingly in writing, stating the grounds and presumed length of delay and/or expected cost difference. Such notification shall neither release the SERVICE PROVIDER from fulfilment of its contractual obligations, nor from liability for losses caused by non-compliance.

15.2 If the SERVICE PROVIDER misses the agreed deadline for the execution of the Contract, it shall be in default as from that date, without further action by ROCHE.

15.3 Part-performance shall require the prior, written consent of ROCHE.

16. Obligation to surrender material

16.1 In the absence of any contractual agreement to the contrary, the SERVICE PROVIDER shall surrender to ROCHE all material that it has obtained in respect of the execution of the Contract for any reason, and all material that it has itself created in respect of the execution of the Contract. The SERVICE PROVIDER shall return to ROCHE all material that it has received from ROCHE in respect of the execution of the Contract, as soon as it no longer requires such material for the performance of the Contract.
16.2 The SERVICE PROVIDER shall, by no later than the termination of the Contract, relinquish to ROCHE, free of charge and in order, title to all files and data carriers relating to the performance of the Contract.

17. **Documentation and intangible property rights**

17.1 The SERVICE PROVIDER shall relinquish to ROCHE, free of charge and in order, title to all working drawings, work-related maintenance and operating documents, data carriers etc., relating to the Contract, as soon as it no longer requires them for the performance of the Contract.

17.2 All intangible property rights relating to the Contract and all rights to results of work performed specifically for ROCHE shall pass to ROCHE on payment of the fee. This applies in particular to sketches, plans and models. The SERVICE PROVIDER shall grant ROCHE, at no extra cost, a full, unlimited license to use such intangible property rights as cannot, on legal grounds, be transferred to ROCHE.

18. **Liability**

18.1 The SERVICE PROVIDER shall be liable to ROCHE within the scope of the statutory provisions. The supplier shall be jointly and severally liable for the actions of auxiliary personnel (employees, temporary staff etc.) and substitutes, as if they were its own actions.

18.2 If the SERVICE PROVIDER fails to comply with its duty to raise objections as per item 14.4 above, it shall be liable for losses incurred through obeying inexpedient instructions received from ROCHE.

18.3 ROCHE’s exercise of its information right shall in no way release the SERVICE PROVIDER from its responsibility to perform the Contract diligently and faithfully.

19. **Insurance**

The SERVICE PROVIDER shall take out sufficient insurance against the consequences of any liability. ROCHE may require the SERVICE PROVIDER to produce evidence of the relevant insurance cover. If the contract value is higher than CHF 0.5 million, the SERVICE PROVIDER must present ROCHE with evidence of the insurance cover without being asked to do so.

20. **Substitution**

20.1 The SERVICE PROVIDER may effect legal transactions on behalf and at the expense of ROCHE only insofar and to the extent that ROCHE has authorized it to do so in writing.

20.2 The SERVICE PROVIDER may represent ROCHE to third parties and authorities only insofar and to the extent that ROCHE has authorized it to do so in writing.

20.3 Dual representation is permitted only insofar and to the extent that ROCHE has authorized such representation in writing.

21. **Transfer and assignment**

21.1 The SERVICE PROVIDER may only transfer or assign the Service Contract or specific rights and obligations under the Service Contract to third parties with the prior, written consent of ROCHE.

21.2 ROCHE may transfer or assign the Service Contract or specific rights and obligations under the Service Contract to other ROCHE Group companies without the SERVICE PROVIDER’s consent.

22. **Amendments and additions to the Contract**

Amendments and additions to the Contract and to its constituent parts shall require written form and the express consent of both Parties in order to be valid.

23. **Language, applicable law, dispute resolution and place of jurisdiction**

23.1 The language for all communications, documents, and plans shall be German.

23.2 The Contract and these Conditions shall be governed by Swiss substantive law, with express waiver of the conflict rules of private international law.

23.3 The parties shall endeavor to amicably resolve any disputes that may arise in performing the Contract or in construing the Service Contract and these Conditions. This shall not impede due judicial process.

23.4 The exclusive place of jurisdiction shall be Basel.