

**VERSUCHSSTOLLEN HAGERBACH AG / Hagerbach Test Gallery Ltd.****General terms and conditions****Scope/Content**

The following terms and conditions apply to all business relations of VersuchsStollen Hagerbach AG (hereinafter referred to as VSH AG) arising from a contractual relationship. Deviations therefrom shall only be valid if they have been agreed in writing between the contracting parties.

**Business activities**

VSH AG has various business divisions, each of which offers its own activities and services and whose special features are taken into account below. Cross-divisional business rounds off the range of services and is jointly agreed by offer and order.

Current business areas:

- Building material testing laboratories, BPL (chap. 2)
- Innovation & Training, I&T (chap. 3)
- Gastronomy & Events, G&E (chap. 4)

**Legal basis**

The legal relationship between the contracting parties shall be governed by the following:

- Swiss law, in particular the Code of Obligations
  - the concluded contract (order confirmation with associated offer, signed visitor registration, e-mail correspondence is considered binding)
  - these General Terms and Conditions
- This order is decisive in the event that individual provisions contradict each other.

**1. Generally applicable duties and powers****1.1. Duties and powers of VSH AG**

VSH AG shall safeguard the interests of the client to the best of its knowledge and ability and in compliance with the generally recognised state of knowledge in its field of expertise.

No personal benefits will be accepted from third parties, such as companies or suppliers. Knowledge from the handling of orders shall be treated confidentially and shall not be used to the disadvantage of the client.

The content and scope of VSH AG's powers of representation are governed by the contract. In case of doubt, VSH AG must obtain the client's instructions for all legal arrangements as well as for arrangements that are significant in terms of time, quality, or finances.

VSH AG represents the client in a legally binding manner vis-à-vis third parties such as authorities, contractors, suppliers, and other agents, insofar as activities are involved that are usually directly related to the completion of the order. VSH AG must draw the client's attention to the consequences of its instructions, in particular with regard to deadlines, quality and costs, and must warn the client against inappropriate instructions or requests. VSH AG is authorised to call in suitable auxiliary persons for the fulfilment of its contractual obligations. VSH AG is responsible for their activities.

**1.2. Offers/quotations****Technical basics**

The technical bases of the offer (catalogues, brochures, drawings, photographs, technical data, calculations, etc.) are not binding on VSH AG unless they are expressly designated as binding and definitive.

All documents remain the property of VSH AG. They may not be copied or reproduced, nor may they be made accessible to third parties or used for self-production of the objects concerned. They must be returned to VSH AG on request.

**Project planning costs**

If the client has commissioned VSH AG with the preparation of a project (e.g. trial project) but does not entrust VSH AG with its execution after submission of the offer, VSH AG has the right to demand payment of the project planning costs from the client in accordance with the SIA tariffs.

**Structural measures**

All structural measures in the VSH associated with an order shall be regulated in the offer and shall be borne by the client.

Structural measures in the VSH must always be approved by VSH AG.

**1.3. Prices**

The current price list, which is available on the VSH AG homepage, is authoritative for the remuneration of services provided by VSH AG, also in partial chapters per business area.

**1.4. Terms of payment**

All invoices are due 30 days net from the date of invoice.

The terms of payment for rentals are regulated in the rental contract.

For international clients, a deposit or advance payment is customary, depending on the order. Payments shall always be made free of charges. Complaints regarding the service do not release the client from the obligation to pay on time.

**1.5. Default of the principal**

If agreed payments are not made by their due date, the entire remaining amount shall become due without further ado. For partial payments and payments on account, VSH AG is entitled to demand a one-off payment for the entire outstanding expenditure as well as for the subsequent costs arising from these circumstances and/or to withdraw from the contract.

For claims that are not paid as agreed, interest on overdue payments will be charged from the due date in accordance with the default reminder.

Complaints of any kind do not give the client the right to withhold payments or demand extensions of the due dates. VSH AG expressly reserves the right to withdraw from the contract in the event of late payment.

**1.6. Leasing of gallery sections**

Tenants must comply with the valid safety regulations of VSH AG and the General Terms and Conditions of Hire, which are attached to the rental agreement.

**1.7. Storage**

Storage of the client's machines and materials in non-rented gallery areas will be invoiced.

**1.8. Transports to the client**

The costs for transport to the client are to be borne by the client. Shipment shall be at the risk of the client, even if carriage paid delivery or acceptance of transport by VSH AG has been agreed.

The consignee must inspect the goods immediately on arrival and, if he discovers any damage or defects, report these immediately to the forwarder or carrier and VSH AG. Where this is necessary to secure evidence, he must have a record made which must be signed by the parties involved.

If VSH AG does not receive a written complaint within 8 days, the consignment is deemed to have been approved. Later complaints will only be accepted if the defects were not recognisable at the time of delivery despite proper inspection, but at the latest by the expiry of the warranty period.

**1.9. Waste**

Waste of any kind may only be disposed of at storage locations designated by the VSH plant manager. VSH AG has a waste disposal concept.

If the customer brings consumables into the gallery whose disposal exceeds a normal amount, he must discuss the disposal with VSH AG. VSH AG may require the customer to dispose of the waste or charge a corresponding waste fee. In this case, VSH's regular tariffs for the I&T division apply.

**1.10. Supplied products**

The client is obliged to deliver faultless supplies. VSH AG assumes that the products provided are free of defects and therefore does not subject them to an incoming goods inspection. Consequential damage resulting from defective products provided shall be borne in full by the party providing the products. Provided products are subject to the usual storage conditions unless there is a contractual agreement on special storage.

If, in the course of processing, it is established that the products provided are not free of defects, do not comply with the contractual agreements, do not meet the expectations or requirements, have been lost, damaged or are unusable, this shall be reported to the Client in writing without delay.

**1.11. Complaints procedure**

VSH AG's QM system contains an error handling process. The customer has the right to be informed about the process of "customer feedback" in case of justified complaints.

**1.12. Vehicles in the VSH gallery**

Driving in the VSH tunnel is only permitted with the permission of the facility manager. The regulations (lights, speed limit 20 km/h) must be observed. The tunnel may only be used by diesel or electric vehicles.

**1.13. Responsibility of VSH AG**

If VSH is at fault for the incorrect fulfilment of the order, VSH must compensate the client for any direct damage incurred. This applies in particular in the event of a breach of his duty of care and loyalty, in the event of non-compliance with or breach of recognised rules in his field of expertise, in the event of a lack of coordination or supervision, in the event of insufficient cost recording.

**1.14. Test equipment**

VSH AG guarantees the correctness of the stated values for test equipment, which is marked as such, in particular in the field of building material testing laboratories.

In the case of display devices (e.g. pressure gauges on construction machinery, speed indicators on vehicles, etc.) which are not testing devices, VSH AG does not guarantee the correctness of the values displayed.

**1.15. Liability for third party damages**

Liability for damage to third parties and the infrastructure of VSH AG resulting from damage caused by external parties shall be borne in full by the respective client.

VSH AG is not liable for the services of independent third parties who have a direct contractual relationship with the client.

Accident insurance is the responsibility of the participant or visitor in all cases.

**1.16. Limitation**

Claims arising from the contract shall become statute-barred within ten years. For expert opinions, the period begins with their delivery. Claims arising from defects in the immovable building become time-barred within five years. The period begins with the acceptance of the work or the part of the work. Such defects must be notified without delay.

**1.17. Sending documents**

Documents are preferably sent by e-mail, but VSH AG accepts no responsibility for the security and accuracy of the transmitted data. At the client's request, correspondence can be sent by post.

**1.18. Document storage**

Original documents remain the property of VSH AG. They must be kept as originals or in a suitable, reproducible form for 10 years from the end of the order.

The client is entitled to have copies made. He must reimburse VSH AG for the corresponding expenses.

**1.19. Advertising**

Signs may only be attached outside the VSH company premises (e.g. Polstrasse entrance) after consultation with VSH and compliance with the building police permit.

**1.20. Publication/Copyright**

VSH AG treats assignments and related information confidentially towards third parties. However, VSH AG may use results publicly or pass them on to third parties (e.g. in publications, in lectures or courses). The client will only be mentioned if he agrees in writing. Otherwise, the results will be presented in such a way that no conclusion can be drawn about the client. The client may also exclude this form of publication in writing.

**1.21. Privacy policy**

All data of the client worthy of protection shall be handled in accordance with the legal provisions of Swiss data protection legislation.

The client expressly agrees that VSH AG may process and use data from the contractual relationship with the client. Furthermore, VSH AG may use the fact of the contractual relationship and its specific activity as a reference, for example within offers or at events.

VSH AG is authorised to process personal data entrusted to it within the framework of the performance of the contract or to have such data processed by third parties.

VSH AG reserves the right to use videos and photos of orders, events, etc. for advertising purposes after consultation with the customer.

**1.22. Place of jurisdiction**

The place of performance and jurisdiction for all obligations arising from contracts concluded shall be the official location of VSH AG.

**2. Terms and Conditions for the Building Materials Testing Laboratories (BPL)****2.1. Accreditation**

The VSH AG building materials testing laboratories in Flums, Altdorf and Regensdorf are accredited for numerous standard tests in accordance with the SN EN ISO/IEC 17025 standard (test centre STS No. 0060). All activities in the accredited area are monitored by the Swiss Accreditation Service and guarantee the competence, confidentiality, and impartiality of the testing services.

**2.2. Prices**

The current price list, which is available on the VSH AG homepage, is authoritative for the remuneration of services provided by the building materials testing laboratories.

Scope of services:

The following services are included in the prices of the trials:

- Standard-compliant storage of concrete specimens
- Preparation of the test specimens: cutting, plane-parallel grinding
- Installation of the test specimens in test moulds and / or test equipment
- Evaluation of the tests within the framework of a standard test report

The following services are NOT included in the prices of the trials:

- Drill core extractions from cubes, prisms, splash boxes, etc.
- Transport and packaging material
- Special storage conditions
- Special sample preparation and selection of sample material
- Statistical evaluations
- Interpretations of the test results
- Photo/video documentation (unless specifically mentioned)
- Implications of the trials for the project
- Return transport of samples and test specimens, other sample material and packaging material

**2.3. Test reports, test protocols**

Test reports with the test results in tabular form and / or graphical representations are produced in duplicate. Additional copies will be charged separately. Test reports are issued in German. At the customer's request, the test reports can be submitted in other languages. Costs for translation are charged according to time and effort.

All test reports are kept at VSH AG for 13 years. During this time, the client may request copies of the reports at any time. The expenses incurred shall be borne by the client.

**2.4. Sample collection**

The opening hours for sample acceptance at the building materials testing laboratories can be found on the VSH homepage. No responsibility can be accepted for samples deposited outside these opening hours without direct handover to VSH staff. A leaflet exists for sample collection outside the opening hours.

**2.5. Terms of payment**

The tariffs indicated are net prices. The prices are exclusive of VAT. Unless otherwise agreed, payments are due 30 days after invoicing. Discounts can be granted by agreement for examinations with a larger scope. VSH AG reserves the right to make changes to services and prices.

**2.6. Storage of the samples**

Unless expressly requested by the client, residual material from sample preparation or tested sample material is disposed of after testing. Tested and non-destroyed sample material is stored for 4 weeks. A longer storage period will be charged at cost.

**2.7. Third party contracting of building material tests**

The building materials testing laboratories reserve the right to subcontract work (e.g. in case of capacity bottlenecks, requirement of additional expertise or temporary incapacity to work). Subcontracts are awarded to competent subcontractors.

**2.8. Right of inspection and access**

Upon request and prior consultation, the client may inspect the documentation and be present at the inspections that are related to the processing of his order. The inspection shall take place at VSH AG's premises. The documents may not be copied.

**3. Terms and Conditions for Innovation & Training (I&T)****3.1. Prices**

For testing, research and training work in the tunnel, the general rates of VSH AG apply (hourly rates). The prices do not include VAT. Individual agreements in the contract remain reserved.

If, between the submission of the offer or the conclusion of the contract and the performance of the tests/trials, the service offered becomes more expensive as a result of technical improvements, changes in the exchange rate of foreign currencies, increases in ancillary costs, wages, monthly rates, material costs or the price of external suppliers, the price increases shall be borne by the client/ordering party.

VSH AG must provide evidence of any increases in price compared to the quotation that entitle the customer to make additional claims.

**3.2. Start of experiment**

The test programmes and deadlines are set according to the conditions existing at the time of the conclusion of the contract but are not binding. They shall be extended in particular in the event of unforeseeable events (such as force majeure, geologically unforeseeable difficulties, difficulties with the procurement of materials, etc.). The start of the trial may also be suspended if agreed payments are not made by the client on time.

Delays for the above reasons and/or through no fault of VSH Ltd. do not entitle the client to withdraw from the contract or to claim compensation for any resulting damages.

**3.3. Personal security**

VSH AG is an underground construction site in many areas. The special precautionary measures required here must be observed.

These are described in the QM document "VSH HB 021 SGU (Safety, Health and Environmental Protection) Visitor Information". In addition, the instructions regarding occupational safety of the operating staff must be followed without delay.

Tenants shall ensure that their guests and visitors also comply with these and shall be accountable for this to VSH AG.

**3.4. Environmental protection**

The client undertakes to inform VSH AG in good time of any special safety measures that may be required in connection with the use of its products. Any protective devices that go beyond the usual scope must be provided by the client.

The client shall be liable for all consequences (disposal, claims for damages by third parties, fines, etc.) arising directly or indirectly from traffic with his product.

The client shall obtain any necessary permits from cantonal or federal authorities. In case of doubt, he shall clarify whether such permits are required.

### 3.5. Machine damage

VSH AG regularly maintains and services its machinery and equipment. Nevertheless, spontaneous breakdowns of the systems and machines cannot be ruled out. VSH AG cannot be held liable for any consequential damage incurred by the client as a result of such a failure.

### 3.6. Guarantees/Retention periods

Trial plots/areas/bodies may be used for other purposes by VSH AG four (4) weeks after completion of the trial work or after delivery of the final report, if such is planned.

We reserve the right to make other arrangements. The client shall bear the costs for longer storage or keeping accessible.

### 3.7. Termination of the contract

If the client cancels the firmly agreed work less than two weeks before the scheduled date, VSH is entitled to reasonable compensation for loss of 25% of the presumed turnover, unless otherwise agreed in the offer/order confirmation.

## 4. Terms and Conditions for Gastronomy & Events (G&E)

### 4.1. Prices

The prices according to the current price list (also available for download on the VSH homepage) apply to the respective service offers of the Gastronomy & Events (G&E) business unit. Individual agreements in the contract remain reserved.

The services of the G&E business unit include in particular:

- Group experiences or guided tours in or through the gallery complex
- Restaurant (reservations for the Restaurant Hagerbach and other locations on the premises)
- Events such as seminars, workshops, concerts, aperitifs, buffets, banquets with reservation of individual gallery sections and the VSH infrastructure.
- Events and exhibitions etc. which require special organisation.

### 4.2. Reservation localities

VSH AG makes the rooms, gallery sections etc. designated in the contract available to the customer for use in accordance with the reservation confirmation. Any change of use requires the written consent of VSH AG. The client is not entitled to transfer the rights of his contract to third parties or to sublet the rented premises without the written consent of VSH AG.

Police extensions are requested by VSH AG at the client's request and confirmed to the client as quickly as possible. The fees for this will be charged to the client.

### 4.3. Conditions company parties and celebrations in the restaurant Hagerbach / Event Cavern (up to 200 people)

- In the restaurant and the associated event cavern (up to 200 people), the service and kitchen staff costs as well as tables, chairs, permanently installed technology, cleaning, provision of furniture and tablecloths are included in the menu price. Other optional services are extra.
- It is NOT possible to hire the restaurant/event cavern without catering and bring food/drinks yourself or cook on site yourself. If an external caterer is desired instead of VSH catering, this is possible. Prerequisite for this: It must be a professional caterer and special conditions apply such as a room rental and supervision by a VSH employee, who will be invoiced according to the current price list.
- For wines provided by customers, a tap fee will be charged according to the current price list.
- A standard menu choice or buffet for groups applies. We are happy to make allowances for vegetarians or allergy sufferers.
- Children (4 to 12 years old) are charged half price or choose the children's menu.
- Children (0 to 3 years old) eat for free.

### 4.4. Special conditions for company parties and celebrations in the Restaurant Hagerbach / Event-Kaverne, which is in the evening and take place on Saturdays (closed on Sundays)

- Minimum turnover according to current price list
- Over lunchtime (Mon-Fri) the minimum turnover is waived, and we serve our menu of the day on request according to the current price list
- In our tunnel, events are possible until 4 am. From midnight onwards, a flat-rate surcharge is levied for each hour that has elapsed. Price according to current price list.
- Room hire is only charged for parties and celebrations if additional rooms are required (e.g. backstage room), or for groups of less than 40 people who would like to use the event cavern instead of the front part of the restaurant.

### 4.5. Corporate parties and celebrations with over 200 people

For parties of more than 200 people, the "Glück-Auf" cavern (up to 500 people) is available. Catering for events with more than 200 people is provided by an external professional caterer of your choice. For events with more than 200 people, there is an obligation for supervision/management of fire guards and 3 fire guards in accordance with "VSH Merkblatt 021 Sicherheitsdispositiv Events".

### 4.6. Reservation confirmation

Menus, drinks, guided tours or demonstrations (e.g. blasting) are defined in the reservation confirmation.

### 4.7. Tours for event planning

Visits must take place in consideration of the current work and safety regulations in the VSH gallery. The first visit with discussion is free of charge, if further discussions are desired, these will be charged per hour according to the current price list.

### 4.8. Shooting centre

Events at the shooting centre must be arranged with VSH Schiess- und Ausbildungszentrum AG. VSH accepts no liability in the event of accidents at the shooting centre. Shooting of firearms is regulated by law and customers must take this into account at their own responsibility.

### 4.9. Personnel of VSH AG

The offer includes the VSH staff that must be made available for the reserved event (including any additional staff that VSH hires temporarily).

### 4.10. Client personnel

If the customer provides personnel, VSH AG must be informed of this. Depending on the occasion, VSH AG reserves the right to inform them specifically about the regulations in the VSH tunnel. This applies, among other things, to:

- General rules of conduct in the VSH and rules underground
- Safety organisation in the VSH

### 4.11. Security personnel, fire brigade, police

If the involvement of security personnel, fire brigade or police is necessary for safety reasons, this shall be specifically stated in the offer and the costs shall be borne by the respective organiser.

### 4.12. Offer price, terms of payment

VSH AG does not grant any cash discount for services in the G&E business area. Quotations and corresponding invoices are incl. valid VAT as is customary in the industry.

In most cases, advance payment is not necessary. However, depending on the type of event, VSH AG reserves the right to request a deposit of up to 50% of the amount of the order confirmation up to 30 days before the event.

Normally, payment is made via invoice.

### 4.13. Cancellation or change of order by the client

Cancellation of the contract (order confirmation) by the client before the start of the activity must be made in writing. The cancellation is valid from the date of receipt.

For each cancellation, the client will be charged the following proportion of the costs:

Based on the highest number of participants stated on the order confirmation, the following will be charged:

100%	0 - 14	Days before event
75%	15 - 30	Days before event
50%	31 - 60	Days before event
25%	61 - 90	Days before event
	0%over 91	Days before event

Additional special arrangement for evening and Saturday events in the restaurant/event cavern with food and drinks:

If no menu discussion has taken place at the time of cancellation, we will assume a flat rate of CHF 100 per person.

If the customer changes the date of the event up to 30 days before its start, a processing fee of CHF 150 will be charged. If the activity is rebooked less than 30 days before the event date, the provisions of the cancellation costs come into force.

If services of third parties are affected in the case of cancellations and changes, the GTC of the third-party companies shall apply to their positions.

### 4.14. Date for notification of definitive number of persons and short-term changes

The VSH will be informed in writing of the definitive number of participants up to 14 days before the event. A deviation of up to 10% of the number of participants stated at that time will be accepted up to 48 hours before the start of the event without costs for the cancelled guests. Anything more than a 10% deviation will be charged in full in accordance with the order confirmation.

The last communicated number of participants up to 48 hours before the event will be charged, except in the case of overruns - then the corresponding number will be charged.

**4.15. Epidemic / pandemic / emergency law**

VSH AG complies with the regulations/measures of the Federal Council and the FOPH (Federal Office of Public Health).

A corresponding protection concept can be applied at short notice at any time, if required by the authorities.

In the event of an officially ordered event ban, the event will be postponed free of charge. VSH AG will be informed of the new date within one year. If the event is cancelled, please refer to point 4.13.

**4.16. Rules of conduct for guided tours/group experiences**

An underground operation such as VSH AG requires particularly attentive behaviour. In order to avoid accidents as far as possible and to protect the health of our visitors, various rules of conduct must be observed. The respective guides through the gallery point out these rules of conduct to the visitors at the beginning of a guided tour. The instructions must be followed.

**4.17. Delivery, storage and assembly/disassembly**

Deliveries from the customer for his event can be accepted by VSH AG and will be stored at an agreed location. VSH AG does not guarantee the condition of the delivered goods.

Transport within VSH AG, as well as assembly and dismantling, is the responsibility of the customer, unless otherwise contractually agreed.

**4.18. Liability for damages, insurance**

VSH AG shall hand over the premises as agreed in the reservation confirmation and/or the visit registration. The customer must inspect the premises immediately. Any defects in the contractual readiness for use must be objected to immediately.

The customer is fully liable for any damage caused by himself and by third parties who are present in the VSH Stollen in connection with his event. This liability applies to damage to persons as well as to the VSH infrastructure. The client is responsible for taking out appropriate insurance if required. The VSH reserves the right to demand that insurance be taken out and to have this confirmed.

**4.19. VSH premises and facilities outside the agreed locations**

The use of and access to other VSH premises and facilities outside the agreed locations is prohibited without prior agreement with VSH AG.

**4.20. Correspondence**

As a rule, correspondence takes place by e-mail.

**4.21. Advertising**

VSH AG reserves the right to use photos of events, etc. for advertising purposes after consultation with the customer.

We appreciate the cooperation with our business partners and wish a good success and pleasant experience for our business relationship: Glück Auf!