



Contract

between

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hereinafter referred to as the **Shop Operator**

and

3T Supplies AG
Chaltenbodenstrasse 6D
CH-8834 Schindellegi

hereinafter referred to as **3T**.

The parties hereby agree the following:

1. Subject Matter of the Contract

The Shop Operator manages an Internet shop (hereinafter referred to as the **Shop**) provided for use by 3T. For its sales the Shop Operator shall receive a margin in accordance with **Supplementary Sheet 1**. No minimum turnover has been determined. All costs incurred for marketing the products that are instigated by the Shop Operator, such as advertisement costs, Internet advertising costs, printed matter and any discounts or gifts it gives, shall be borne in full by the Shop Operator.

2. Termination of the contract

This contract is concluded for a period of 12 months. It can be terminated in writing by both parties without stating reasons in compliance with a period of notice of two months. Unless terminated in writing, the contract shall be implicitly renewed for a further 12 months at a time.

3. Fees

For providing and maintaining the Shop and its data, the Shop Operator shall owe 3T a fee in accordance with **Supplementary Sheet 2**. Each annual fee shall be paid in advance and shall include the following services:



- Hosting the Shop on a server with sufficient power and bandwidth.
- Provision of an individual Internet address (URL, Uniform Resource Locator) such as MeinShop.ch.
- Personalisation of the Shop with the name chosen by the Shop Operator, the latter's address and – if available – a logo.
- Provision of a balanced range of products as well as the maintenance of the database this requires.
- Provision of an 'info' e-mail address for the URL chosen by the Shop Operator, such as info@MeinShop.ch.
- Forwarding to an e-mail address defined by the Shop Operator of e-mails such as applications from customers, orders, inquiries as well as any incoming post sent to the 'info' address.
- Order processing, dispatch and collection of sums due for sales transacted by the Shop Operator to be carried out through 3T. The latter shall take care that these services should be rendered promptly and to the customers' satisfaction. 3T shall endeavour to rectify any shortcomings reported to it, but cannot be held liable in any way for such shortcomings or any resulting damage such as loss of profit, loss of customers etc.

The prices for all further services not listed above, such as the creation of a front page, design of a logo by a graphic artist, etc. are listed in **Supplementary Sheet 2** under **Additional Services**. **The Shop Operator is not obliged in any way to order additional services.**

4. Intellectual property, copyright

The design of the Shop as well as all texts, graphics and images are subject to the protection of intellectual property. The sole owner of such intellectual property is and remains 3T. Copying or reproducing the Shop and its contents in whole or in part is permitted solely for the purpose of documenting a problem or questions for 3T.

All trademarks, product names, company names and logos listed in the Shop are the sole property of the relevant entitled party. 3T reserves the relevant rights of exploitation and copyrights to all illustrations, drawings, calculations and other documents. Any transferring to a third party requires the express written agreement of 3T.

No right is granted to inspect the internal processes or the Shop's program code. Should the Shop Operator become aware of the program code by accident or by circumventing security measures, then it shall undertake to maintain secrecy.

All domain names registered and set up by 3T remain the lasting property of 3T. Any differing agreements must be in writing.



5. Shop Operator status

The Shop Operator works on its own account on a self-employed basis, i.e. it must declare all proceeds resulting from its activity and correctly declare and pay the resulting fees, taxes and social security contributions to the responsible authorities.

Juveniles and children below the age of 18 must have their parents' consent. In addition, the Shop must be registered in the name of one of the parents.

Further details are contained in **Supplementary Sheet 3**.

6. VAT

The margin credit notes are credit notes that replace invoices i.e. from the perspective of VAT they are to be treated as invoices from suppliers.

- a) Shop Operator is liable for VAT
 - Credit notes are made out with VAT and the Shop Operator's VAT number must be present on each credit note. The Shop Operator is responsible for the correct declaration of credits as taxable turnover in its VAT statement.
- b) Shop Operator is not liable for VAT
 - The Shop Operator must find out about its own VAT liability. It is legally obliged where applicable to register with the Swiss Federal Tax Administration. Registration is currently obligatory with effect from an annual turnover (more precisely, margin proceeds) of CHF 75,000 (as at 2004, see also www.estv.admin.ch). The margin is generally calculated from the VAT-free goods value.
 - If there is no VAT liability, the credit notes shall be made out without VAT.

7. AHV (age and disability insurance)

- a) Shop Operator with individually owned company (not recognised by AHV as self-employed)

Commission must be declared in the AHV statement as salary in so far as the sum exceeds CHF 2,200 a year. In such cases, 3T shall make the following deductions: AHV (5.05 %), ALV (unemployment insurance) (1.0 %) and any non-industrial accident (1.64 %). Employer's contributions for AHV (5.05 %), ALV (1.0 %) and industrial accident (0.588 %) shall likewise be deducted from the commission and paid to the responsible social security office.

- b) Shop Operator with individually owned company (recognised by AHV as self-employed)

The Shop Operator acknowledges it is responsible for making an accurate statement to the AHV. 3T does not generally make any deductions for social and other insurance contributions.



8. Shop range

The selection and composition of the range of goods is up to 3T. 3T reserves the right at all times to remove items with a very small margin from the offered range at any time.

9. Disclaimer

The Shop Operator shall expressly waive any recourse claims against 3T that could be derived from interruptions to the operation of the Shop, the expense of recovering lost data and from consequential or indirect damage such as from loss of earnings, unrealised savings, additional expenses or claims of a third party.

10. Guarantee

The sold products are guaranteed in accordance with 3T's terms.

11. Insolvency risk

If one of the Shop Operator's customers continues to default despite several reminders, the Shop Operator shall be liable for its share of the margin, i.e. 3T shall be entitled to demand back the margin for deliveries that have not been paid for or to offset it against an existing credit note.

12. Customer data / data protection / confidentiality

The Shop Operator shall undertake when gathering, processing and using personal data obtained in connection with the operation of the Shop to comply with the regulations of the Swiss Data Protection Law and of all other relevant legal norms. Data obtained for the purpose of processing orders may be used solely for internal market research purposes and must be deleted at the request of the person concerned. Passing data to a third party or using it with other business partners is not permitted without the written agreement of 3T. The central maintenance of customer data for all Shops is the task of 3T and such data is the property of 3T.

13. General terms and conditions of business

The Shop Operator confirms that it has read the General Terms and Conditions of Business cited in the Shop (heading: Service, General Terms and Conditions of Business) and declares that it is ready to comply with them in all its business activities.



14. Salvatory Clause

In the event that individual provisions in this contract are or become ineffective, this shall not affect the legal effectiveness of the remaining provisions. In the event that one or more provisions in this contract is/are initially or in future invalid, void or unenforceable, it/they must be replaced by one or more effective provisions that come(s) as close as possible to the pursued economic intentions and purposes of the ineffective provision(s). The same procedure must be followed if one or more gaps is/becomes evident in this contract.

15. Final clause

The version of the General Terms and Conditions of Business valid at the time when the relevant contract is concluded shall apply exclusively to the sale of goods specified in the Shop. These Terms and Conditions of Business shall also apply in particular if they differ from those of the Shop Operator. In all other respects, 3T reserves the right to adjust and amend the General Terms and Conditions of Business to suit a changed environment.

Any further agreements shall only be legally valid if they are specified in writing and make express reference to this contract.

16. Place of jurisdiction

The place of performance for payments arising from this contract and the place of jurisdiction is Feusisberg / Schindellegi. This contract is subject to Swiss law.

Shop Operator
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3T
3T Schindellegi
Chaltenbodenstrasse 6
8834 Schindellegi

Place, Date
.....

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Supplementary sheet 1

Margin regulation

The margin regulation is determined as follows:

- 10% up to a turnover without VAT of CHF 10,000 a year
- 12% from a turnover without VAT of CHF 10,001 to CHF 100,000 a year
- 15% from a turnover without VAT of CHF 100,001 a year

- 3T Supplies AG (3T) shall assume forwarding charges for orders of CHF 150 and more.

- 3T shall assume collection expenses.

- The Shop Operator shall bear the full costs of any discount promotions it carries out.

- The Shop Operator shall share the insolvency risk insofar as the return of its margin shall be required for unpaid deliveries.

The margins shall be calculated from the zero-rated sale price.

This sheet must be signed by all parties.

Shop Operator

3T

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3T Schindellegi
Chaltenbodenstrasse 6
8834 Schindellegi

Place, Date

.....

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Subject to change - 3T sales persons must be informed immediately of any changes.



Supplementary sheet 2

Fees

Shop hosting for 12 months CHF 348 plus 7.6% VAT.

Additional services

Front page CHF 500 plus 7.6% VAT.

Development of a professional looking landing page. A landing page that looks good generates significantly more sales. Firstly, it distinguishes the Shop from the many existing amateur ink shops, and secondly it is possible to place important information in it such as EMPA tests, campaigns, competitions and other marketing tools.

Logo CHF 500 plus 7.6% VAT.

Production of a professionally developed logo by a graphic artist working with us.

Changes to the landing page

Changes to the landing page by 3T according to expenses incurred. Hourly rate: CHF 120 plus 7.6% VAT.

Changes to the landing page by the seller, integration of the changes in the Internet, per integration CHF 20 plus 7.6% VAT.

Other services according to quotations

3T shall help if required with all marketing campaigns or to realise ideas of any kind.

Shop Operator 3T
..... 3T Supplies AG
..... Chaltenbodenstrasse 6
..... 8834 Schindellegi

Place, Date
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Order for additional services

Description of additional service:

Cost of additional services: CHF _____ plus 7.6% VAT.

Shop Operator

3T

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3T Schindellegi
Chaltenbodenstrasse 6
8834 Schindellegi

Place, Date

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Supplementary sheet 3

REGISTRATION FORM

Company:

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Person responsible

Road:

Town:Post code:.....

Tel. number:Fax number:.....

E-mail address:

Homepage:

Domain for the Shop:

*VAT no. yes / no:.....VAT no.....

*AHV insurance no. yes, for second occupation.....

*Bank connection:

*Address:

*Town/Post code:
.....

*Account numberClearing no.....

*IBAN:

Important: Do not forget to submit AHV insurance card.