

## Yelbis Terms and Conditions

### Definitions

1. “Yelbis”, “Yelbis.com”, “website”, “Yelbis website” or “site” refers to a website under the control of Edelia GmbH, which has its registered office at 8122 Binz, Switzerland.
2. “User” is a person who accesses the website by the URL [www.yelbis.com](http://www.yelbis.com) or associated URL/IP addresses.
3. “Registered User” can refer to either a buyer or supplier who has registered their details and those of their company according to the procedures set out on the website.
4. “Supplier” means a natural or legal person providing a service or supplying goods of a tangible or intangible nature, who responds to a request for quotation or otherwise participates in a request hosted by the Yelbis website.
5. “Buyer” means a natural or legal person who creates a request for quotation or otherwise solicits quotes on the Yelbis website.
6. “Request for quotation” or “request” means a request posted by a buyer for services or goods to be supplied in accordance with specifications outlined by the buyer. This is done by means of what is commonly known as electronic Request for Quotation (e-RfQ), the procedures for which are outlined in the General Terms for Requests and Bids.
7. “Quote”, “quotation” or “bid” means an irrevocable offer for services or goods made by a supplier for the acceptance by a buyer at their discretion.
8. “Services” means, amongst other things, all of the functional services provided by the website, including creation of notices, uploading of quote documentation, downloading of documents, posting of questions and answers, online submission of quotes and other general services. Services also includes the technical, managerial and operational services provided by the website in delivering the functional services.
9. “Bidding period” is the process of bidding for a service that has been put out for tender by sending quotations within a limited timeframe.
10. “Review period” is the timeframe after closing of the bidding period, during which the buyer can select one of the quotations submitted for his request. If the buyer does not select a quotation during the review period, all offers will be withdrawn. The buyer can set the review period when posting his request to either 7 or 14 days.

### Introduction

The use of the Yelbis website is governed by the terms and conditions set out below. Edelia GmbH has taken great care and effort to ensure the website is free of defects and that all information is current and free from errors and omissions. However, the use of this website is governed by the terms and conditions set out below. Please take the time to read them carefully. By using the website you will be deemed to have accepted them and that your use is at your own risk.

### Jurisdiction and interpretation

When you use the site, you accept that your use of the site and any information on the site, shall also be governed by the laws of Switzerland and if any dispute arises from your use of the site or any of the information on it, you agree to allow such dispute to be heard in the Swiss courts. If any

provisions contained here within are deemed or found to be unlawful, void, or unenforceable, then the provision(s) so found shall be deemed to be severable.

## Site content

In the event that a user transmits or otherwise transfers material to the website by means of a request for quotation, a quote or otherwise, Yelbis and its agents have no responsibility for the accuracy, veracity and/or completeness of the same and for any errors in the manner of its input. For the purposes of running the website all users grant Edelia GmbH an irrevocable licence to use any information which they publish.

Request/quote information on this site may not be amended, altered or modified in any way. Information on this site may not be reproduced without the consent of Yelbis and the owner/provider of the information concerned.

The site will record all persons or legal entities downloading request information. Any person or legal entity accessing or using the site is deemed to consent to such recording. All users are deemed to consent to the terms of the separate privacy policy by their continued use of the website.

Users of the website agree that they will not upload any material, including questions, that are malicious, abusive, frivolous or otherwise inappropriate.

## Liability disclaimer

Edelia GmbH, its officers or its agents:

- shall not be liable for any delays, interruptions, errors or failures in the provision of the services not within the reasonable control of Yelbis and its agents including force majeure, failure or fluctuation of electrical power, industrial action, industrial disputes, breakdown or other malfunctions of the user's or the website's or its agents' technical equipment, including software;
- do not accept responsibility expressed or implied for the accuracy, suitability, usefulness, and completeness or otherwise of the information and data contained on this site;
- shall not be liable, either in contract or in tort, for any direct, incidental, consequential, indirect or punitive damages or any other losses, costs, expenses or damage of any kind claimed to have arisen as a result of using this site or as a result of the non-availability, non-functioning or malfunctioning of the services or otherwise in connection therewith;
- do not warrant that the information and data contained on this site or sites linked to this is free from infection by computer viruses or that it does not infringe the intellectual property rights of any person;
- do not accept responsibility for any errors in transmission or downloading documentation from this site;
- do not accept responsibility for non adherence by either party to the stipulated closing dates and times expressed in request documents or otherwise amended by the buyer;
- are a conduit for the provision of a means of communication between parties contracting at arm's length. Yelbis is an intermediary service provider, it provides a service whereby it facilitates the making of contracts between two or more persons and the relevant service provided consists of the provision of access to a communication network;

- without prejudice to the foregoing hereby disclaim any obligations under the various guarantees which may be offered from time to time by manufacturers of products insofar as permitted by law;
- reserve the right to amend this disclaimer as and when required without notice by updating this document.

## Supplier obligations

A quote constitutes an irrevocable offer to the Buyer on foot of a request for quotation to supply services or goods requested. Acceptance by the buyer of the quote will create a contractual relationship between supplier and buyer.

Furthermore

1. Suppliers must present a valid commercial register number or similar at time of registration.
2. Suppliers may not use an alias to place false quotes.
3. Suppliers may not otherwise manipulate the pricing or quoting for a request.
4. Suppliers may not alter quotes after the completion of a bidding period.
5. Suppliers are prohibited to publish their business name, e-mail address, postal address, phone number or any other contact information in their quote/service description and any other correspondence with the buyer via the Yelbis website.
6. Quotes must be complete and all terms and conditions must be disclosed to buyers.
7. The buyer has the option to accept the offers of any of the suppliers, which submitted a quotation during the bidding period.
8. Suppliers must be at least 18 years of age.

Once a quote has been submitted, it can be altered as long as the bidding period is open, however, it may not be retracted, unless the posted request contained a material inaccuracy in specifications or misrepresentation or the identity of the buyer cannot be authenticated.

All submitted quotes are final once the respective bidding period closes. In the event of a mistake, Yelbis should be contacted immediately; however, doing so does not guarantee the retraction of a quote or a consequential contractual relationship.

Charging of any supplementary hours outside of the original quotation must be pre-cleared with the buyer.

## Buyer obligations

By submitting a request for quotation or otherwise soliciting quotes on the website, the buyer extends an invitation to treat to suppliers to submit their proposal of meeting the requirements outlined in the request, including but not limited to price, payment terms, shipping terms, and payment methods.

Furthermore:

1. Once a request for quotation is posted on the site, buyers may not directly (outside of Yelbis) contact any of the bidding suppliers about a request prior to the closing of the bidding and the review periods.
2. Buyers are prohibited to publish their business name or any such contact details in their request and correspondence with the supplier.

3. Buyers are solely responsible for the content of the request and warrant that all information supplied in the listing shall be true and accurate to the best of buyers knowledge and belief and not be misleading in any manner. Yelbis at its absolute discretion may require users to supply additional information concerning the request submitted.
4. Buyers may not use an alias to place false quotes for their request, or any other request.
5. Buyers may not otherwise manipulate the pricing or quoting for their request, or any other request.
6. Buyers may not manipulate prior spending figures in any way to reflect an incorrect spend total.

## Creation of contractual relations between buyers and suppliers

1. All transactions facilitated by Yelbis take place based on an Electronic Request for Quotation (eRfQ). An eRfQ is created when a buyer posts a request for quotation.
2. Incoming quotations are valid once they are registered on the Yelbis quoting system. Typically, the quotation/bid is registered immediately after it is sent by the user, but in some rare cases, suppliers may for instance experience connection problems with an Internet service provider. In order for the quote to be valid during a request, it has to be registered with Yelbis at the designated closing time for each request. A registered quotation can be amended (but not deleted) as long as the bidding period is open.
3. All quotes are final once the respective bidding period has ended. The act of a buyer selecting the winning submitted bid/quotation creates a contract between buyer and supplier. Any sales or delivery disputes or disputes connected with providing the service are to be settled directly between the buyer and the supplier according to the terms of the contract between them. Yelbis is not an agent for either buyer or supplier.

## Communicating with users

Occasionally, e-mails from the site will be issued to registered users with site-pertinent information such as notifications, opportunities and other commercial information. Further information in relation to this may be found in our privacy policy.

## Termination of registration

Edelia GmbH reserves the right to terminate without notice the account of any registered user where there is a breach or suspected breach of these terms and conditions.

## Security

While all reasonable security precautions have been taken by Yelbis and its agents, including the provision of a secure and robust operating environment, the nature of communication by the Internet is such that Yelbis cannot absolutely guarantee the privacy or confidentiality of communications transmitted via the Internet from interference by third parties.

## Copyright & trademarks

Yelbis trademarks and the Yelbis logo, and Yelbis website text, origination and design belong to Edelia GmbH. All other trademarks belong to their respective owners. The information displayed on this site is public. Reproduction is authorised provided the source is acknowledged (“Source: Yelbis, <http://yelbis.com/>”) and permission has been obtained in writing from Yelbis and the owner/provider of information on the site.

## General Terms for Requests and Bids

1. Suppliers must submit their company number from the companies register (or similar for sole traders) before they are allowed to participate in a Yelbis transaction.
2. The bidding period of a Yelbis transaction runs from a minimum of 24 hours to a maximum of 7 days. Every bidding period ends at 23:59:59 on the last day of the bidding period.
3. Once a quote has been submitted, it cannot be withdrawn. Suppliers may amend their quote as many times as they like while the bidding period is open.
4. The final quotation provided by a supplier at the end of a bidding period is binding and must be accurate. If required, the service offered must be provided to the buyer as per the quoted conditions.
5. Yelbis will contact both the buyer and supplier for feedback after the end of each service provision in order to build a rating score.

## Privacy Policy

Edelia GmbH is committed to protecting your privacy. This Privacy Policy explains our data processing practices and your options regarding the ways in which your personal data is used. If you have any requests concerning your personal information or any queries with regard to our processing please contact us at [info@yelbis.com](mailto:info@yelbis.com).

### *Information collected*

Edelia GmbH collects details provided by you and your organisation on registration together with information, which we learn about you from your use of our service/the Yelbis website. We collect information relating to the quotes, requests and transactions that you have been involved in. From time to time we may record pages visited, time spent on site and other usage patterns. The website uses cookies for this purpose. Cookies may be disabled from your browser preferences.

### *Use of your information and your preferences*

We will use your information to communicate with you and notify you of any upcoming requests that may be of interest to you. We may contact you by post, email, telephone or fax for these purposes.

Once you have registered to use [www.yelbis.com](http://www.yelbis.com) you will be provided with access to a personal profile page that will allow you to amend your communications preferences. To change your preferences simply sign in, click "my Yelbis". If you do not want to receive commercial communications from us, please select your choice accordingly on that page. Please note that there may be instances where it will be necessary for us to communicate with you in any event for administrative or operational reasons relating to our service.

### *Disclosure of your information*

Except as explicitly noted in the course of negotiating transactions between third parties we will never pass your personal data to anyone else other than group companies and any successors in title to our business. We may also use and disclose information in aggregate (so that no individual customers are identified) for marketing and development purposes.

### ***Other websites***

The Yelbis website may contain links to other websites, which are outside our control and are not covered by this privacy policy.

### ***Access right***

You have a right to access the personal data that is held about you. To obtain a copy of the personal information we hold about you, please write to us at the following address: Edelia GmbH, In der Weid 3, 8122 Binz, Switzerland, enclosing your postal details and a bank transfer confirmation of CHF 35.- to Edelia GmbH (bank details at Zürcher Kantonalbank: IBAN - CH08 0070 0110 0042 4353 8; BIC (SWIFT) - ZKBKCHZZ80A).