

General Terms and Conditions (GTC)

for Advisory/Consulting Services provided by
thuersam · management system consulting - services

§ 1 Scope

1. Application:

These GTC set by thuersam · management system consulting - services (hereinafter referred to as **msc-services**) shall apply to all contractual relationships with clients in connection with advisory/consulting services by msc-services and are considered part of the contract, unless otherwise agreed in an individual agreement in writing. The GTC also apply to future business relationships with customers without msc-services have to refer separately to their validity for each individual contract with this customer. Opposing or deviating conditions of the customer shall not be accepted unless this was previously expressly agreed in writing.

2. Framework Character:

The GTC are designed as a framework agreement. Any individual agreements take precedence over the present GTC.

§ 2 Scope of Services

1. General:

msc-services provides on the basis of separate agreements consulting services in connection with the customized development, implementation, review and implementation of management systems, and the training of customer employees.

2. Individual Order:

The specific scope of a contract is resulting from the offer of **msc-services**, respectively, the order confirmation. Later deviations of the offer must be agreed in writing.

3. Review of Project Goals:

It is up to the customer to verify compliance with the laid down project goals regularly. The form of project documentation is jointly to be determined by the msc-services and the customer.

4. Provision of Services:

The provision of services is ensured by **msc-services**. **msc-services** are entitled to call upon agreement with the customer, third party or third-party companies to provide the service. In general, **msc-services**, determined at appropriate extent of services to be provided, as the exclusive contact for the customer.

5. Time Values:

The time value specified in the offer/order confirmation serves only as an estimate. Overruns may arise during the service delivery and the customer is to be notified immediately, once foreseeable that they represent more than 10% of the total time estimate.

6. Verification of Results:

The customer shall check services provided directly after their completion according to their compliance with given contractual details. Any defects must be notified immediately in writing, latest within five (5) working days after completion. **msc-services** may require the customer to confirm the correct delivery of services for sub-projects or completed parts of services.

§ 3 Remuneration

1. Billing as per Time Used:

If no other compensation was agreed in the individual contract, the services of **msc-services** are billed on a time basis, i.e. to be paid by the hour or day rates plus expenses and VAT. The applicable VAT rate will be determined by the date of service delivery and shall be indicated on the invoice.

2. Fixed Amount and Cost Ceiling:

In case a fixed amount or a cost ceiling for compensation was agreed, all work that is not explicitly stated as included as separate services in the individual agreement is to be paid additionally.

3. Expenses:

Business, respectively, project-related expenses are where not otherwise agreed in the individual agreement, and not included in the cost will be billed separately. Larger expenses (e.g. air travel, hotel accommodation) are to be approved in writing by the customer in advance (by email possible). Expenditure on food (food and drinks) is not considered as expenses.

4. Working Hours:

msc-services provide their services during normal office hours (between 06:00 to 12:00 / 13:00 to 20:00) outside the statutory holidays from Monday to Friday. The normal working hours are 8 hours per day. If the customer requires a service provision outside normal office hours, a surcharge of 25% is applied to the agreed applicable rates. Travel time of more than one hour each way is generally considered as work time.

5. Billing:

Billing is usually on a monthly basis. If there is less long lasting in scope or smaller projects the billing is done after the completion of the contract, i.e. after completion of the work by **msc-services**. Expenses are to be reimbursed by the Customer on proof of cost.

6. Terms of Payment:

The invoice amount is due within thirty (30) days of the invoice without any deductions. If payment of due invoices is delayed, **msc-services** may refuse the execution of other due services.

7. Offsetting:

Offsetting against counterclaims of the customer is excluded.

§ 4 Service Quality, Poor Performance**1. Quality:**

msc-services are liable for timely and proper delivery of agreed services, but not for a targeted economic or other success of the customer. The services are provided by **msc-services** with due care and in accordance with the standard in force in the industry.

2. Corrective Action:

Defects or other breaches of duty in service delivery by **msc-services** are corrected, at discretion of msc services, either by correction or re-performance. If a defect-free performance will not succeed even after the second attempt, the customer has the right to reduce the price and to withdraw from the contract. Already rendered services are appropriately compensated.

3. Limitation of Claims:

Where permitted by law, claims for defects or other breaches of duty by msc-services are barred after one year from completion of the agreed services.

§ 5 Liability**1. Limitation of Liability:**

The liability of msc-services is, as far as legally permissible, limited to intent and gross negligence. Any liability for assistants is excluded.

2. Negligent Violations:

In case of negligent breach of their contractual obligations, the liability of **msc-services** shall be excluded, as far as legally permitted.

3. Consequential Damages:

Liability for third party and consequential damages (lost profits, business interruptions, loss of earnings, etc.) is excluded to the extent legally permissible.

4. Data Loss:

msc-services shall not be liable for any loss of data, which have been left by the customer to provide the service.

§ 6 Customer Responsibilities**1. Infrastructure:**

On request of **msc-services** the customer has to provide the necessary premises, the necessary equipment as well as the information and documents necessary to provide the service.

2. People:

If the involvement of customer or third party employees is necessary to deliver the service, the customer is responsible for the appropriate qualification of such persons.

3. Violations:

If the customer violates the duty to cooperate, **msc-services** may suspend or terminate the further service provision. Already rendered services are adequately remunerated.

§ 7 Confidentiality

Both parties are required to keep information about the other party, which they acquire during the execution of the contract confidential, and to take all reasonable precautions to protect such classified information and documents from unauthorized forwarding, reproduction or use. Information and documents which are generally known to third parties, which have been lawfully obtained from third parties, which were made generally available by third parties without breach of confidentiality agreements, which were proven to have already been known or independently developed by either party prior to receipt of such confidential documentation from the other party shall not be regarded as confidential.

§ 8 Copyrights

msc-services will own exclusively all intellectual property rights (e.g. copyrights, patents, utility models and others) that are resulting in connection with the service delivery. The customer will be given royalty-free, worldwide, non-exclusive, non-transferable rights for his own use.

§ 9 Cession

Cession of customer claims and rights against **msc-services** is not permitted without their prior written consent.

§ 9. Severability Clause

Should individual terms of these GTC turn out to be ineffective or lose their effectiveness due to later circumstances, the legal effectiveness of the other provisions shall not be affected. The invalid contractual provision shall be replaced by an appropriate provision which comes as close as possible to what the parties to the agreement would have wanted, had they considered the point.

§ 10. Place of Performance, Place of Jurisdiction, Applicable Law

1. Place of Jurisdiction:

The exclusive place of jurisdiction is the registered office of **msc-services**. However, **msc-services** may claim their rights at the place of the customer. The responsibility in such cases would be with the general courts.

2. Applicable Law:

The contractual relationship from these GTC is solely subject to Swiss law.