

Terms and Conditions

Version 2.0 from 1st January 2018

1. Preamble

The General Terms and Conditions of Avanti Europe AG apply both to Avanti Europe AG's internal business and to external customer relations of Avanti Europe AG. General terms and conditions of the client are waived.

2. General Terms

The agreement becomes valid with the return of a copy of the client-signed offer of Avanti Europe AG or with a separate signed order. All agreements and legally binding declarations of the contracting parties must be made in writing in order to be valid. If any provision of these terms and conditions prove to be wholly or partially invalid, the parties to the contract shall replace it with a new one which is legally and economically relevant.

3. Execution of the work

Avanti Europe AG is committed to the diligent execution of the contractually accepted orders. Avanti Europe AG may have the contractual obligations delegated to third parties. In this case, Avanti Europe AG is liable for the diligence in the selection and instruction of the third party. The client will use other consulting companies during the term of the contract, in the area of responsibility of Avanti Europe AG, only after prior agreement with Avanti Europe AG, and Avanti Europe AG has the right to refuse other consulting companies, without stating a reason.

4. Premature contract termination

The contract can be revoked or terminated by any contracting party at any time within thirty (30) days. However, if this happens at an inopportune time, then the withdrawing part is obliged to compensate for the damage caused to the other (OR Art. 404). In any case, Avanti Europe AG is entitled to compensation for the work done until the contract is terminated. If the client unilaterally withdraws from the contract, Avanti Europe AG is also entitled to compensation for the damage or parts of the loss of revenue resulting from this withdrawal.

5. Copyright

Unless otherwise defined in the contract or offer, the client shall only use the work results of Avanti Europe AG for the contractually agreed purpose within its own company. The client may therefore neither forward nor publish the work results to third parties without the written consent of Avanti Europe AG. The copyright to the work results remains in any case with Avanti Europe AG.

6. Confidentiality

Avanti Europe AG maintains the confidentiality of confidential documents and information that it receives from the client in fulfilling the contractual obligations. Avanti Europe AG instructs its employees and any third parties involved to refrain from making such documents and information available to third parties. However, Avanti Europe AG has the right to use, without breach of confidentiality, any information obtained in fulfilling its obligations under the contract to fulfill contracts with third parties or when demanded by authorities. The customer's documents provided by the client in connection with the fulfillment of the contract shall remain the property of the client and may be reclaimed from the client at any time within twelve (12) months after conclusion of the contract. This excludes documents and data that fall under business communication and accounting law and must therefore be kept (Swiss Obligation law, OR Art. 957).

7. Approval of work

The client must immediately check the work results of Avanti Europe AG after delivery. Provided that the client does not object in writing to Avanti Europe AG within four (4) weeks of delivery, the result of work shall be deemed accepted and Avanti Europe AG shall only be liable within the scope of Art. 8 of these Terms and Conditions.

8. Liability

Avanti Europe AG is liable for the careful execution of the work carried out under the contract. The client must assert a possible claim in writing to Avanti Europe AG immediately after discovery of the error or fault. However, the liability claim against Avanti Europe AG expires, unless such a claim is asserted not later than three (3) months after handover of the work result. The liability of Avanti Europe AG is limited to the total price agreed in the respective contract. Avanti Europe AG is under no circumstances liable for any indirect damage or loss, such as loss of use, loss of production or costs associated with a business interruption.

9. Rates

The billing rates invoiced by Avanti Europe AG are determined by contract, either in the contract itself or in an offer or appendix thereto. Avanti Europe AG reserves the right to adjust these billing rates periodically. However, contractually agreed billing rates shall apply without any contrary agreement for the fulfillment of all obligations arising from the contract.

10. Terms of payment

Avanti Europe AG will invoice monthly for the work accomplished and the costs incurred. Invoices are due for payment within thirty (30) days of the date of invoice, net of any deduction for cash discount, expenses, taxes, duties, etc. If the client does not comply with a payment date, the client is in default, without further reminder, from the due date and the conditions according to Swiss Obligations Law OR Art.104 paragraph 1 apply.

11. Jurisdiction and applicable law

The legal relationship is subject to Swiss law. Place of jurisdiction is Sissach / Switzerland. However, Avanti Europe AG is entitled to prosecute the client at its registered office.