

General Service Terms AdvantiKA GmbH

Art. 1. Definitions

1. 'CLIENT' or 'CUSTOMER' means the person who has provided the assignment for the work or has signed up for a service, training or workshop provided by the AdvantiKA GmbH
2. The term 'Contract' means the request of the CLIENT to AdvantiKA GmbH, hereinafter referred to as 'AdvantiKA', to perform work for payment.
3. 'Work' means all that ADVANTIKA advises and undertakes for the benefit of the CLIENT.

Art. 2. General

1. The terms and conditions apply to all offers, works, quotations, deliveries and agreements between ADVANTIKA and CLIENTS/CUSTOMERS, or their successors, unless expressly stated in writing.
2. Disclosure of these terms and conditions may occur, inter alia, by mentioning on letterhead, quotation, order confirmation, invoice or electronic documents.

Art. 3. Confidentiality

1. ADVANTIKA undertakes to maintain confidentiality of the information from the CLIENT obtained under the contract, which is known or likely to be confidential.

Art. 4. Quotations

1. All quotations of ADVANTIKA, oral, written, telephone, fax or electronic are entirely without obligation, unless explicitly stated otherwise in a written quotation.
2. A composite price list does not require ADVANTIKA to perform part of the contract against a corresponding part of the specified price. Offers or quotations do not automatically apply for other orders.

Art. 5. Agreement

1. An agreement between the principal or total value and ADVANTIKA will be established when the CLIENT confirms a contract in writing or accept registration by signing a registration form or when ADVANTIKA commences the execution of the assignment.
2. Any subsequent agreements or changes made may only be binding if agreed in writing.
3. ADVANTIKA has the right to have certain activities carried out by third parties.

Art. 6. Assignment and term for execution

1. A term stipulated by ADVANTIKA within which a particular assignment is planned be executed is - unless expressly stated in the deadline - only indicative.
2. ADVANTIKA's commitment to an agreed deadline for execution of the contract will expire if the CLIENT fails to comply with any of the obligations arising out of the agreement or fails or neglects to do what is reasonably necessary or desirable to enable a timely execution of the contract make.
3. Changes to an ongoing assignment may result in the original agreed term being exceeded. Changes that cause higher costs than could be considered in the offer will be charged to the CLIENT.
4. Disease and incapacity for work by the ADVANTIKA adviser will release ADVANTIKA from meeting the agreed delivery deadline or the obligation to deliver, without the CLIENT being entitled to any compensation for costs and damages.
5. In case of force majeure, illness or incapacity for work, the ADVANTIKA may suspend the obligations under the agreement during the period in which it continues. If this period lasts longer than two months, each party is entitled to dissolve the agreement, without obligation to compensate for damage to the other party. The CLIENT has the obligation to accept and reimburse ADVANTIKA for the executed part of a contract.
6. The CLIENT shall ensure that all information necessary for the performance of the agreement is provided to ADVANTIKA in good time. If this information is not provided in good time, ADVANTIKA is entitled to suspend the performance of the agreement and / or to charge the additional costs resulting from the delay. ADVANTIKA is not liable for any damage whatsoever because ADVANTIKA

assumed incorrect and / or incomplete data provided by the CLIENT.

Art. 7. Fee, costs and rates

1. The remuneration of ADVANTIKA can be based on hourly rates or another method of reward as by project, workshop, training, etc. The fee will be included in the quotation or made explicit online or at the offer.
2. ADVANTIKA is entitled to adjust rates to market rates at any time. The CLIENT is informed in writing.
3. Necessary travel and handling costs such as telephone, fax, postage, copy and printing costs and third-party costs incurred by ADVANTIKA in connection with a contract will be charged separately in addition to the regular fee.
4. Unless explicitly agreed otherwise, amounts are always in Swiss Francs and occasionally in Euros or Dollars excluding sales tax due.
5. The CLIENT will meet the costs of third parties made by ADVANTIKA directly to the relevant third party. If payment is made to third parties via ADVANTIKA, it is entitled to demand an advance on the costs.
6. Declarations of the due fee and other expenses are made monthly (for project type service). An advance on the fee and the costs can be agreed. Third party costs may be charged immediately upon receipt of third party bills.
7. ADVANTIKA is obliged to keep an account of services and costs and to make it available at the request of the CLIENT. This obligation only applies if the work is not done against an agreed fixed fee.

Art. 8. Payment Terms

1. Payment must be made within 14 days of the invoice date on the invoice declared on the invoice or before the date of the service when referring to training, workshops and similar services.
2. In the event of a deviation from the payment period, the CLIENT will be charged an interest on the invoice amount corresponding to the statutory interest rate. For the calculation of the statutory interest parts of months are taken as full months.
3. All costs, both judicial and extrajudicial, in respect of the recovery of the amounts due and payable by the CLIENT are at the expense of the CLIENT; these amount to at least 10% of the amount due and at least € 100, -.

Art. 9. Intellectual Property

1. Plans, models, techniques, tools and resources used for the execution of the assignment and included in the advice or research result are, and remain, the property of ADVANTIKA. Disclosure may therefore only occur after obtaining written permission from ADVANTIKA. The CLIENT, of course, has the right to multiply pieces for use in his own organization, as appropriate within the purpose of the assignment.
2. ADVANTIKA has the right to use the knowledge acquired by the execution of a contract for other purposes, in so far as strictly confidential information from the CLIENT is not disclosed to third parties.

Art. 10. Liability

1. ADVANTIKA is liable for a defect in the performance of the assignment, insofar as it is due to failure to observe due diligence, expertise and workmanship that may be trusted in the delivery of advice in the context of the assignment in question.
2. Liability for damage caused by a shortcoming is limited to the amount of the fee received by ADVANTIKA for the work under that assignment, at least to that part of the contract covered by the liability.
3. For contracts with a longer duration than half a year, a further limitation of the liability referred to herein shall apply to the maximum amount of the declaration over the last six months.
4. Claims from the CLIENT for damages must be submitted within one year after the end of the assignment, failing which the CLIENT has lost his rights.

Art. 11. Applicable law

1. To this agreement exclusively Swiss law is applicable.

2. A dispute is present when one of the parties declares that this is the case. As a competent court in Switzerland, the parties shall appoint the judge authorized at ADVANTIKA's seat.