

# Terms and conditions

## 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 separately signed or placed 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 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.

## 4. Premature contract termination

The contract can be revoked or terminated by any contracting party at any time within five (5) 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. A contract has not been terminated, but fulfilled, if downloadable or virtual products have already been acquired by the client or the delivery date of a product or service lies within the revoking or termination duration of five (5) days.

## 5. Copyright

Unless otherwise defined in the contract or offer, the client shall only use the work results, services or products of Avanti Europe AG for the contractually agreed purpose within its own company. The client may therefore neither forward nor publish the work results, services or products to third parties without the written consent of Avanti Europe AG. The copyright to the work results, services or products 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 (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 one (1) week of delivery, the result of work shall be deemed accepted and Avanti Europe AG shall only be liable within the scope of Art. 9 of these Terms and Conditions. With download of digital products or attendance of virtual products, approval of work is given when product or service is received.

## **8. Availability of Products**

Avanti Europe AG makes available its products either as digital, virtual or physical good. Upon successful payment by the client, Avanti Europe AG allows for access, download or planning of such products. For virtual products, such as audits, consulting or training, dates will be offered upon availability within ninety (90) days.

Avanti Europe AG reserves the right to updated, change, remove or extend any product at any time without further notice.

## **9. 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 two (2) days 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. Liability is limited further only to services under a work order and not for digital, virtual or physical products acquired and/or bought via the web shop.

## **10. Act of God**

In the case of an act of god, including pandemics or other forms of general restrictions either ruled by the local regulators or by the federal government, Avanti Europe AG is not liable for any loss by the client and cannot be made liable in any case for not having been able to commence, proceed or conclude agreed work or provide products and services in the agreed form.

## **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.