

General Terms and Conditions (T&C)

1. Validity

- 1.1 These general terms and conditions are valid from **1st October 2014th**.
- 1.2 The general terms and conditions of the SME Ventus GmbH (hereinafter referred SMEV) are an integral part of offers, contracts, order confirmations and appointment bookings.

2. Scope of service

- 2.1 SMEV committed against the customer, to provide the scope of service with the greatest care as in detail described in the contract.
- 2.2 SMEV emphasizes a serious analysis of the customer's needs and the expected results. Offers are therefore usually created only on the basis of a personal initial consultation with the client and the desired scope of the contract. The creation of the offer is free for the customer.
- 2.3 Any defects, discrepancies or omissions of the agreed services will of course be corrected or delivered after discovery. Customers will incur no additional costs thereof.

3. Confidentiality and Data Privacy

- 3.1 Each party and its affiliates is obliged to treat the information submitted or disclosed as well as other findings on internal processes as trade secrets confided absolutely confidential and be used only for the agreed purpose.
- 3.2 SMEV is entitled to keep all copies, including electronic copies from the results of the services to be provided to meet the retention requirements and for internal documentation after completion of the order, subject to the confidentiality obligation.
- 3.3 SMEV is authorized with the prior written consent of the client to provide its services as compared to direct competitors, provided that the confidentiality of confidential information of the client is preserved.
- 3.4 The customer decides whether the SMEV after successful completion of the assignment may use the customer's address, as well as the rough scope of the order for reference. Without the express permission of the customer silence is maintained on cooperation.

4. Use and protection of intellectual property

- 4.1 All analyzes, reports, solutions, etc. and all work results supplied by SMEV are intended for exclusive use by the customer and may not be shared with third parties without the prior written consent of SMEV.
- 4.2 The customer is guaranteed a perpetual royalty-free right of use. However, SMEV reserves all rights to the developed or acquired before or during the execution concepts, approaches, methods, models, tools, knowledge, experience and the like.

5. Service charging

- 5.1 The service fee will, unless otherwise agreed, calculated in Swiss Francs (CHF) and is exclusive of VAT.
- 5.2 Unless otherwise agreed, all services are invoiced according to the time involved. Orientation base are offers and order confirmations. An accurate time billing and expense control with detailed listing is provided in each case. There are no extra weekend surcharges.

- 5.3 The service fees charged by the SMEV contain the following services:
- Preparation and follow-ups
 - Implementation of agreed services
 - Supply and any revision of all required documents
- 5.4 The service fees cover all personnel costs and other benefits from the contractor with the exception of separately established travel costs, expenses and any extraordinary expenses.
- 5.5 SMEV is an independent company and thus responsible for the proper payment of all social security contributions and other non-wage costs of their employees.

6.0 Travel costs and expenses

- 6.1 For all travel cost and other expenses which are incurred at SMEV for the client, the following guidelines and rates are valid:

- Milage compensation for cars	CHF 0.70.- / km
- Rail, bus or ferry ticket	2nd class
- Flight ticket Europe	Economy Class, booking via SMEV
- Flight ticket Asia (til 4hours)	Economy Class, booking via SMEV
- Flight ticket oversea	Business Class, booking via SMEV
<i>(early booking, Grey Ticket and Cost Sharing whenever possible)</i>	
- Taxi / Rental car / Parking	effective cost
- Traveling time (Arrival and departure)	up to 1hour is free, beyond CHF 75.- / hour
<i>(Asia journey maximum the daily rate, working hours integrated)</i>	
- accommodation in mid-class hotels	effective cost
<i>(Asien internationales Hotel)</i>	
- External meals	lump-sum CHF 35.- (lunch / supper)
- Documents, auxiliary materials, etc.	effective cost

- 6.2 Price changes reserved.

7.0 Payment terms

- 7.1 Unless other payment arrangements have been made, a payment period of 20 days from date of invoice shall apply to all bills of SMEV (net, without any deductions). The accounts are prepared monthly and sent electronically via email.
- 7.2 The customer agrees to pay the invoice within the agreed payment period. We reserve the right to charge interest and collection expenses for delayed payments.

8.0 Contract award

- 8.1 Contract award are placed always in writing and includes the mutually signed consultancy agreement and acceptance of the general terms and conditions.
- 8.2 An contract award shall also be deemed granted if a written offer or appointment reservation has been made and SMEV has already begun in the manifest consent of the customer with the order.

9.0 Damages and liability

- 9.1 In cases where SMEV cannot fulfill the contract for reasons, to which it has no control (force majeure, failure of transportation, accident or illness), the client cannot make any claims for damages. The obligation remains and is met at the earliest opportunity.
- 9.2 The liability of SMEV for direct or indirect damage which arises out of or in connection with the execution, is, as far as legally possible and permissible, expressly excluded.

10.0 Termination and Cancellation

- 10.1 Both parties can terminate the contract at any time subject to the agreed notice period.
- 10.2 Termination or cancellation shall be valid unless made in writing.
- 10.3 In the event of termination SMEV has the right to remuneration from it in connection with the contract until the effective date of termination services rendered and reimbursement of all costs and expenses incurred.
- 10.4 If the customer withdraws prematurely from the contract, the cost for services already rendered, as well as expenses to be paid by third parties will be due for payment immediately.

11.0 Law and Jurisdiction

- 11.1 Swiss law is exclusively applicable.
- 11.2 Jurisdiction is the registered office of the SME-Ventus GmbH.

12.0 Final provisions

- 12.1 If any provision of these general terms and conditions be or become invalid, this does not affect the remaining provisions.
- 12.2 With the written order and without express objections are filed, the customer accepts these general terms and conditions and the content.