General Terms and Conditions of Business GTC - Switzerland

1. Scope

1.1. General

1. The present General Terms and Conditions of Business (hereinafter called: "**GTC**") govern the contractual relationship between customers (hereinafter called: "**the Customer**") and **Gustav Käser AG** (hereinafter called: "**gustavkäser**") concerning use of the website under www.gustavkaeser.com (hereinafter called "**the Website**") and concerning booked services / training courses provided by gustavkäser.
2. A Customer means every natural person and/or legal entity who maintains relations with gustavkäser.
3. The respective current and binding version of the GTC is published under https://www.gustavkaeser.com/int.
4. Deviating terms and conditions of business of the Customer shall be applicable only to the extent that they have been accepted by gustavkäser in writing.
5. The Customer must accept the GTC when registering for a training course.

1.2. Contractual conclusion

1. The forwarding of the registration by the Customer on the Website shall be deemed to constitute a binding offer to conclude a contract for the selected service of gustavkäser.
2. Registration via e-mail, telephone or other channel is deemed to constitute a binding offer to conclude for the selected service of gustavkäser. The Customer must accept the GTC in advance.
3. Registration is confirmed to the Customer by e-mail. By sending this confirmation, the contract concerning the service of gustavkäser selected by the Customer shall be deemed to have been concluded.
4. In the case of internal training sessions (specification under 3.1.) the contract shall be established when the order confirmation is sent. Sending by e-mail is equivalent to sending by post.

2. Services

1. gustavkäser renders the services in accordance with the respective valid descriptions published on the website. gustavkäser reserves the right, on a case-by-case-basis, to modify the content and provision of services if this means the respective service/training objective can be achieved more effectively. In this event the Customer shall not be entitled to reimbursement of the paid price.

3. Special provisions

3.1. Internal trainings

1. Internal trainings are trainings that are tailored the requirements of a specific Customer and his employees.
2. The Customer undertakes not to poach, to employ on a part-time or full-time basis or to place orders directly or indirectly with any gustavkäser trainers during a period of two years following the last day of training conducted by gustavkäser without the written consent of gustavkäser.
3. The Customer is responsible for providing the premises as well as the infrastructure required by gustavkäser. gustavkäser shall inform the Customer what infrastructure is required. If the Customer wishes to move the agreed training location, he must inform gustavkäser of this in writing at least 10 days in advance. In other respect gustavkäser reserves the right to reschedule the agreed dates in consultation with the Customer.
4. The training material shall be provided by gustavkäser. The form of the provision shall be decided at the discretion of gustavkäser.
5. gustavkäser expressly reserves the right, unless otherwise agreed in writing, to replace the trainer. The Customer cannot derive any claims from this.
6. If internal trainings do not take place, are cancelled or are delayed due to force majeure, e.g. including in the event of a sudden illness/accident suffered by the trainer, natural disasters, flight cancellations and delays, etc., then no claims may be brought against gustavkäser on these grounds. In this event, the Parties shall agree alternative training dates.
7. gustavkäser reserves the right to exclude Customers/participants from a training course, whereby grounds for this shall be provided. In this event, the training fee shall not be reimbursed.

3.2. External training

1. External trainings means trainings that are public and whose content is not Customer-specific.
2. gustavkäser reserves the right not to conduct the training course and/or merge training courses if the number of participants is too low. If there are circumstances that in the view of gustavkäser make it unreasonable for the training course to be conducted, then gustavkäser reserves the right to reschedule or to cancel the course in question.
3. Effective and efficient training courses are possible only if the participants attend all training dates. There is no entitlement to a replacement for a training day that has been missed.
4. gustavkäser reserves the right to reschedule or merge groups, to change the course venue or to shorten courses, subject to the percentage reimbursement of the paid price. If a trainer is unable to attend, gustavkäser may appoint a replacement trainer or reschedule the training day.
5. gustavkäser reserves the right to exclude customers/participants from a training course, whereby grounds for this shall be provided. In this event, the training fee shall not be reimbursed.
6. Once the training has been completed, the participant/customer shall receive a certificate confirming his participation.

4. Terms and conditions of payment / expenses

1. All prices on the website and/or in an offer are shown, unless otherwise stated, excluding value added tax.
2. The invoice shall be forwarded to the Customer approximately four weeks before the start of the selected service. The invoice sum is due before the start of the selected service (i.e. for example before the first day of training, kick-off meeting or start of an online survey, etc.).
3. The Customer shall be deemed to have defaulted from the start of the selected service.
4. In addition, the following is also applicable to **internal trainings**: Travel expenses, travel time, cost of overnight accommodation and meals for gustavkäser trainers shall be settled separately, and this shall be done in accordance with the following principles:
   - Flight and travel expenses: All flights shall be invoiced from the business address of gustavkäser. If the total flight time is less than two (2) hours, economy class flights shall be charged, while business class shall be charged for longer flights. The travel time shall be charged separately from two (2) hours onwards, in accordance with the seniority of the trainer as well as following consultation between the Customer and gustavkäser.
   - Taxi, train, bus, accommodation and meals shall be charged in accordance with the effective costs incurred, while travel by car shall be charged at a rate of CHF 1.00 per kilometre. Google Maps shall be used as the basis for such calculations. The distance between the place of residence of the trainer and the training or service venue shall be charged.

5. Rescheduling and cancellation terms and conditions

1. The following rescheduling and cancellation terms and conditions are applicable:

Time of the announcement	Rescheduling terms and conditions	Cancellation terms and conditions
More than 12 weeks before the first training/coaching or workshop day	No costs	20% of the day price for all cancelled days
Between 12 and 6 weeks before the first training/coaching or workshop day	25% of the day price for all rescheduled days	50% of the day price for all cancelled days
Fewer than 6 weeks before the first training/coaching or workshop day	50% of the day price for all rescheduled days	100% of the day price for all cancelled days

2. If a training course had already been rescheduled once before being cancelled, then 100% of the fee shall be due.

6. Intellectual property

1. The copyrights as well as all other rights to the intellectual property of all documents and materials made available by gustavkäser shall be retained by GEKA-Management Verlags AG, Glarus and/or the respective third party. The Customer shall be granted a non-exclusive right to use these within his own company. Forwarding within a corporate group is permitted only following the prior written consent of gustavkäser.
2. The Customer may, subject to agreement with gustavkäser, be granted an exclusive right to use training materials and/or results of services that were created at the request of the Customer and were individualised for the Customer.
3. If gustavkäser creates training material and/or results of services in accordance with designs, drawings or other instructions issued by or in the name of the Customer, then the Customer guarantees that this shall not breach any third-party rights to the intellectual property.
4. The Customer is **not** permitted to reproduce, to publish or to process the aforementioned documents and materials (not even extracts thereof) without the prior written consent of gustavkäser.
5. The production of images and/or audio recordings during a training course without the prior written consent of gustavkäser or of the trainer is prohibited.

7. Liability / insurance

1. gustavkäser shall be liable only for wilful intent and gross negligence. In other respects liability shall be comprehensively excluded.
2. The Customer is responsible for taking out adequate insurance cover. The building in which the training course is conducted shall be used at the own risk of the Customer. gustavkäser cannot be held liable for theft or the loss of items.
3. If booked services do not take place or are cancelled because of force majeure, for example due to the sudden illness or accident suffered by the trainer, no claims may be brought against gustavkäser.

8. Data protection

1. In respect of data protection, the separate Data Protection Declaration shown on the gustavkäser website is applicable (see https://gustavkaeser.com/int/privacy), which party an integral part of these GTC.

9. Amendment of the General Terms and Conditions of Business

1. gustavkäser reserves the right to amend these GTC at any time. The respective GTC published at the time of the receipt of a registration shall be applicable.

10. Final provisions

1. If individual provisions of these GTC are invalid, ineffective or unenforceable, this shall not affect the effectiveness of the other provisions and these GTC in their entirety. The invalid, ineffective or unenforceable provisions shall be replaced by valid, effective and enforceable provisions that approximate as closely as possible to the economic purpose of the invalid provisions.
2. In the event of any possible ambiguities and/or contradictions between the German, French and/or English text of the General Terms and Conditions of Business, the German version shall prevail.

11. Applicable law / place of jurisdiction

1. Swiss law, excluding conflict-of-law rules, is applicable to any possible legal relationships and disputes arising out of or associated with these GTC.
2. The Parties agree that Bulach shall be the place of jurisdiction for any possible disputes arising out of or associated with these GTC.

Glattbrugg, June 2018