

General Terms and Conditions of ICEBREAKERS CONSULTING GmbH

Valid from 01.01.2022

1. Application

These General Terms and Conditions (hereinafter "GTC") apply to the entire business of ICEBREAKERS CONSULTING (hereinafter "Company"). The Company provides independent, professional consulting services that support executives and organisations to achieve their corporate objectives. We achieve this together with our customers (hereinafter "Customer") by solving management and business problems, identifying new opportunities, eliminating unnecessary complexity in business processes. We also enable businesses to scale, penetrate markets and accelerate growth. We provide our Customers with support in the strategy process in order to make the strategy tangible. These GTCs can be studied and copied on ICEBREAKERS CONSULTING's website and shall be sent to Customer on request.

2. Contract

The conclusion of the contract (hereinafter "Contract") comes in force by acceptance on the part of the Customer of the Company's offer regarding the supply of services. The Contract is concluded in any case when the Customer makes use of the services offered by the Company.

3. Prices

All prices are in Swiss Francs (CHF), unless otherwise stated in an offer. All prices are exclusive of applicable value-added tax (VAT) and exclusive of other applicable taxes. The Company reserves the right to change prices at any time. The prices valid at the time of conclusion of the contract apply.

4. Payment Terms and Conditions

The Customer is obliged to pay the invoiced sum according to the conditions set out in the respective offer. The time of payment shall be 20 (twenty) days from the invoice date unless otherwise agreed in writing between the Company and the Customer. If the invoice is not paid within the agreed payment period, the Customer will be notified. If the Customer does not pay the invoice within the set notification period, he automatically falls into dunning process. From the time of default, the Customer shall be liable for default interest of 5% (five percent). The Company reserves the right to demand advance payment at any time, without giving reasons. The Company has the right to refuse delivery or service in case of default of payment.

5. Obligations of the Company

Unless otherwise agreed, the Company fulfils its obligation by providing the agreed service. If no further provisions are agreed, the place of performance shall be the registered office of the Company.

6. Duties of the Customer

The Customer is obliged to immediately make all arrangements necessary for the provision of the service by the Company. The Customer has to make the necessary arrangements at the agreed place at the agreed time and at the agreed rate. Depending on the circumstances, this includes the provision of suitable information and documents for the Company.

7. Withdrawal

Both Company and Customer have the right to withdraw from the contract at any time. The expenses already incurred shall be paid to the other party in full. If cancellation occurs at any time, any claims for damages shall be reserved.

8. Guarantee

The Company guarantees to carry out the agreed services in reasonable effort, and it guarantees the confidential and careful execution of the orders.

9. Travel Time and Travel Expenses

For the compensation for travel time by car, Company shall charge a kilometre-based price as well as a hourly rate (the same price shall be charged for travel by public transportation). For the compensation for travel time by airplane, Company shall charge a hourly rate as well as the travel expenses incurred. Any additional expenses (such as accommodations, food and taxis) shall be charged based upon the actual expenditures incurred.

10. Liability

The liability for any indirect damages and damages caused by a defect is excluded in its entirety. Liability for direct damages is limited to the contractual sum. This limitation of liability does not apply to direct damage caused by gross negligence or intention. The Customer is obliged to report any damage or defect to the Company immediately. Any liability for assistants is excluded in full.

11. Intellectual property rights

All rights to the products, services and possible brands belong to the Company or entitlement to their use has been granted by the owner. Neither these GTC nor associated individual agreements have as their object transference of any intellectual property rights, unless otherwise explicitly mentioned. In addition, any further use, publication and making available of information, images, text or other items which the Customer receives in connection with these provisions is prohibited, unless explicitly approved by the Company. If, in connection with the Company, the Customer uses content, texts or pictorial material to which third parties have a property right, the Customer must ensure that no third-party proprietary rights are infringed.

12. Data Protection

The Company may process and use the data included in the Contract to fulfill the obligations under the Contract. The Company takes the measures necessary to secure the data according to the legal regulations. The Customer agrees fully to the storage and use of his data by the Company in accordance with the Contract and is aware that the Company is obliged, on the order of courts or authorities, to disclose Customer information to them or to third parties. The Company may use the data for marketing purposes if the Customer has not expressly prohibited this. The data necessary for the performance of the service can also be passed on to authorised service partners or other third parties.

13. Amendments

These Terms and Conditions may be amended by the Company at any time. The new version enters into force immediately after notification by the Company. The version of the GTC in force at the time of the Contract fundamentally apply, unless the Customer has agreed to a newer version of the General Terms and Conditions.

14. Precedence

These Terms and Conditions take precedence over all prior regulations and Contracts. Only provisions from individual Contracts which further specify the provisions of these GTCs have precedence over these GTCs.

15. Severability clause

Should a provision of this Contract or an annex thereof be or become invalid, the validity of the Contract shall otherwise remain unaffected. The Contractual parties shall replace the invalid provision with a valid provision that most closely approaches the intended commercial purpose of the invalid provision.

16. Confidentiality

Both Company and Customer, as well as their assistants, undertake to maintain confidential all information which has been submitted or appropriated in connection with the services. The Contract parties may have entered into a separate confidentiality or non-disclosure agreement (NDA) pertaining to the services contemplated by this agreement. If non-disclosure agreement (NDA) exists, the terms of such agreement shall supersede.

17. Force majeure

The following shall be considered as force majeure events: industrial disputes, strikes, lock-outs, pandemics, riots, mobs, fires, floods, wars, embargo, currency restrictions or any other circumstances beyond the control of the parties. If the timely fulfilment by the Company, its suppliers or third parties is impossible due to force majeure, the Company shall be exempted from the fulfilment of the duties concerned during the period of force majeure.

18. Assistants

The Customer acknowledges that all assistants are independent and thus independent of the Company and that any potential claims must be directly asserted against them. The Company is in no way liable for any breaches of contract by any assistants.

19. Applicable law / jurisdiction

These GTCs are governed by Swiss law. Unless inconsistent with mandatory statutory provisions, jurisprudence is the seat of the Company. The Company is free to submit a claim to the registered office of the defendant.