

General Terms and Conditions of artax Fide Consult AG, Basel

(Automated translation, German version is legally binding)

August 2023

1. Scope

These General Terms and Conditions apply to all services provided by artax Fide Consult AG in Basel (ARTAX) or persons commissioned by it for its clients, unless otherwise mandated by law in individual cases or expressly agreed by the parties.

2. Content of the contract

ARTAX is only obligated to perform the activities agreed upon in the individual case and is not liable for the occurrence of a specific economic or technical success.

ARTAX may also involve third parties for the provision of services.

ARTAX provides fee-based services that are subject to Swiss contract law according to OR Art. 394ff.

3. Cooperation of the customer

Customers shall provide ARTAX with all information and documents required for proper performance of the services in a timely and complete manner without special request on their own initiative.

The ARTAX does not have to check the documents and information it receives for their correctness; the originator is liable for the contents.

4. Information

In order to fulfill the customer's order, ARTAX may process the data provided by this customer (including personal data) and have it processed by auxiliary persons as well as agents. In doing so, data protection is observed, and the data is not processed for purposes other than in the interest of the customer for the fulfillment of the order and the processing of the contractual relationship. The customer shall ensure that he only transfers data to ARTAX in accordance with the statutory provisions.

Furthermore, the data protection declaration applies, the latest version of it can be found on the company website www.artax.ch.

The ARTAX IS not liable for the risks of data transmission (such as unauthorized interception, destruction, or manipulation of information by third parties or technical malfunctions or performance defects).

5. Confidentiality

Both parties undertake to maintain confidentiality about confidential information of which they have become aware on the occasion of the service (or during preparations for it). The obligation to maintain confidentiality shall also apply after termination of the contract.

6. Property rights and rights of use

All property rights and rights of use to the services provided by ARTAX and the know-how developed or used by ARTAX within the framework of the execution of the contract shall be the exclusive property of ARTAX or the authorized third party, regardless of any cooperation between the parties.

7. Billing and payment conditions

ARTAX may demand reasonable advances on fees and expenses and issue interim invoices. The continuation of a mandate can be made dependent on the payment of these invoices.

Unless otherwise stated, prices are exclusive of VAT.

Invoices are to be paid within the period determined by ARTAX, which may be shorter than for other of its services.

8. Liability

Liability in connection with the services provided by ARTAX is limited to the sum insured under ARTAX's liability insurance, unless ARTAX is proven to have acted intentionally or with gross negligence.

Liability for indirect damage (in particular loss of profit) and for consequential damage is excluded.

9. Termination and adjustments of the contract

The contract may be terminated by either party at any time, unless otherwise agreed, in the same form as the contract was concluded, with immediate effect (but not untimely, in accordance with case law on contract law) or on a date. ARTAX shall exercise its right to terminate without notice only if there are factual reasons (e.g., default of payment by the customer), otherwise it shall terminate the contract by mutual agreement.

In the event of termination of the contract, the customer shall pay for the services rendered by ARTAX up to the time of termination of the contract on the basis of the agreements made regarding fees and expenses. Also, in the event of termination by the customer, payments on account made by the customer shall be forfeited and shall not be refunded.

Changes or additions to the contract must be made in writing in order to be valid, provided that the contract was concluded in writing.

10. Renewal of the terms and conditions

The issuance and announcement on the website of new General Terms and Conditions will replace the older ones.

11. Partial invalidity

The invalidity of parts of the contract or the General Terms and Conditions shall not affect the validity of the remaining agreement.

12 Applicable law and place of jurisdiction

The contractual relationship shall be governed by Swiss law to the exclusion of all conflict of laws provisions. The exclusive place of jurisdiction is Basel (Switzerland), unless another place of jurisdiction is prescribed by law.