

General Terms & Conditions of the Chamber of Commerce of Switzerland Austria and Liechtenstein

General Terms and Conditions for Consultancy and Information Services

1. Scope of application

These General Terms and Conditions for Consultancy and Information Services are applicable to all commercially operated consultancy and information services performed by through its contact points or in cooperation with its domestic and foreign network partners organized by or in cooperation with the Chamber of Commerce of Switzerland, Austria and Liechtenstein (HKSÖL). The General Terms and Conditions shall be an integral part of any legal relationship existing between HKSÖL or its network partners (hereafter collectively referred to as "HKSÖL") and the client, including without limitation any offer tendered to the client in the country of destination.

2. Tender (Offer) and execution of contract

Contracts for consultancy and information services are deemed executed when the client's written acceptance of a tender is received by HKSÖL within the time limit for acceptance. Tenders without a time limit for acceptance are non-binding.

3. Prices

3.1 For consultancy services and provision of information (information brokering), the price offered individually in writing for the services of HKSÖL shall apply. This price shall comprise all defined services including those to be provided through subcontractors and/or sub-consultants. Services not defined in the tender and rendered subsequently are subject to additional charges (see clause 6).

3.2 For publications with a fixed price (particularly EU publications) distributed by HKSÖL the listed catalogue price shall be applicable.

4. Payment terms

4.1 Unless differently agreed upon in writing, invoice amounts are payable within thirty days of the invoice date. Penalty interest of 8% per annum in excess of the relevant base rate shall be due thereafter.

4.2 If the client is in default of payment, HKSÖL reserves the right to rescind the contract without any notice period and to assert claims for damages.

4.3 The client may not offset counter-claims against the claims of HKSÖL.

5. Regulations/quality standards and ethical standards of conduct in the country of destination

5.1 In the case of services rendered abroad (i.e. outside the Switzerland, Austria and Liechtenstein), unless otherwise agreed with HKSÖL in writing, the client shall inform HKSÖL in writing no later than the date of acceptance of the tender, or upon registration, of all statutory, administrative and other regulations and standards applicable to the services.

5.2 HKSÖL undertakes to guarantee a high standard of quality in performance of all services. The domestic and foreign partners of HKSÖL are periodically inspected to this end to ensure the quality of their services.

5.3 HKSÖL recommends that companies with international activities act in an ethical manner in their international business and in particular that they comply with applicable standards and rules of conduct (e.g. social and environmental standards, avoidance of corrupt practices, etc.). Only proper ethical conduct builds trust, and with it the basis for successful operation on international markets. Upon request, HKSÖL gladly advises its clients concerning proper ethical business practices pursuant to the “Global Compact” and the “Swiss Code of Ethics”.

6. Changes/default/cancellation

6.1 Consultancy and information services shall be rendered in accordance with the terms specified in the tender or invitation to tender.

6.2 To the extent, after the contract is awarded, the client requests changes and/or additions, HKSÖL shall prepare a written proposal in respect thereof. Such additional proposed services are carried out after written confirmation and, if applicable, additional or advance payment by the client. For services that HKSÖL considers necessary for the fulfilment of its mandate (e.g. publication of advertisements, purchase of directories), HKSÖL shall provide the client with an additional written proposal in advance.

6.3 In the event that the client cancels the order, HKSÖL shall be entitled to a fee for services rendered up to the time when HKSÖL is informed of the cancellation. If the services have been assessed individually, the compensation shall be determined by these rates, otherwise the fee guidelines of Public Accounting Professions shall be applicable. Cancellation shall be in writing (by registered letter or fax). Cancellation by e-mail is insufficient.

6.4 HKSÖL is not liable for delays in delivery due to circumstances beyond its control. In the event of a delay in delivery for which HKSÖL is liable, the client undertakes to grant HKSÖL in writing a grace period of 60 days before withdrawing from the contract. Claims for damages, including without limitation any claims for consequential damages, are excluded where such exclusion is permitted by law (clause 11.5).

7. Retention of title

HKSÖL retains title to goods and rights supplied until they are paid for in full. The client is obligated to take all necessary measures to protect the property of HKSÖL. The client shall be liable to HKSÖL for all costs and damages, which arise from breach of this obligation.

8. Data privacy and fair competition

8.1 The customer data required for consultancy and information services are stored, processed for purposes of contract fulfilment and used for internal market research purposes by, HKSÖL, its contact points and network partners collaborating with HKSÖL domestically and abroad. The client grants consent for the transfer of his data to third parties. Data will be used only for the performance of the desired services. Client is entitled to request information what personal data are being processed. Client is entitled to demand correction of data or deletion from the data register. To exercise these rights please contact: info@hk-schweiz.at. Customer data include such information as name, address, telephone number and e-mail address. This applies to both individuals and legal entities.

8.2 The client grants consent for HKSÖL, its contact points and domestic and foreign network partners collaborating with HKSÖL to inform the client both during and after the term of the contract of their own and general business activities by post, telephone or telecommunications transmissions. In doing so, HKSÖL will comply with the legal requirements of the Data Privacy Act (DSG) and those of the Federal Law on Unfair Competition (UWG) as well as those of equivalent foreign laws.

9. Copyright

HKSÖL retains copyright and all intangible property rights in respect of services rendered within the scope of the consultancy and information services provided HKSÖL.

10. Transferability /involvement of third parties

HKSÖL may use or engage other persons, particularly network partners, in providing consultancy or information services.

11. Warranty and liability

11.1 HKSÖL provides its services with the due care customary in the industry and to the best of its knowledge. HKSÖL is not liable for occurrences beyond its own control or that of its persons called in.

11.2 In the event of force majeure, which renders the provision of the consultancy or information service significantly more difficult or impossible, both HKSÖL and client are entitled to withdraw from the contract without compensation.

11.3 Events of force majeure are, among other things: All effects of the forces of nature such as earthquake, lightning, frost, storm, flood; furthermore, war, legal action, official interference, confiscation, raw material and energy drop out; furthermore, operational disruptions such as explosion, fire, strike, sabotage and all other events which could not be prevented other than by unreasonably high costs or means not economically justifiable.

11.4 HKSÖL does not guarantee success. In particular HKSÖL does not guarantee that business partners will be found or that the client will achieve market success in the desired measure. HKSÖL is not liable for improper or non-performance of services rendered by its network partners. The client should assert any claims for improper or non-performance of such third-party services directly to the network partner. Upon request, HKSÖL informs the client whether HKSÖL or a third party is responsible for a service rendered. If the client wishes to assert a claim in respect of third-party services, HKSÖL will inform the client of the name and address of the network partner in order that client may assert its claims.

11.5 To the extent the transmission of promotion emails is part of the services to be performed by HKSÖL, client is aware that due to legal provisions stated in the Austrian Telecommunication Act 2003 (TKG 2003), in particular article § 107 TKG, HKSÖL is not able to guarantee that such transmission can be effected to all email recipients. Any liability of HKSÖL in this context shall be excluded.

11.6 Liability for any losses sustained by the client, particularly in consequence of failure to achieve the desired success, improper performance, delay in delivery or consequential damages, shall be excluded unless caused by intention or gross negligence and as far as not in conflict with compulsory law.

12. Other provisions (terms)

12.1 Modifications and additions to these General Terms and Conditions as well as modifications of this provision can only be made in writing.

12.2 If a provision of these General Terms and Conditions is invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes closest to what the contracting parties desired or would have desired according to the sense and purpose of the contract insofar as they would have considered the item when closing the contract.

12.3 Any and all disputes arising from, or in connection with, this General Terms and Conditions and underlying contract relationship and the rights and obligations deriving from it shall be governed by Austrian law, excluding the conflict-of-law rules of the Austrian International Private Law. All such disputes shall be assigned to the exclusive jurisdiction of the competent courts in Vienna, Austria.