

General Terms and Conditions of FYRE Consulting AG

July 12, 2016

1. Scope of application

The following general terms and conditions apply between the customer listed in the agreement and FYRE Consulting AG, unless otherwise expressly agreed in writing by the parties. The GTC valid at the time of the order shall apply. The GTC are available on the homepage.

2. Place of Jurisdiction

The exclusive place of jurisdiction is the registered office of FYRE Consulting AG. Swiss law is applicable. We are also entitled to take legal action at your general place of jurisdiction.

3. Liability

3.1 Limitation of liability

The liability of FYRE Consulting AG is limited to intent and gross negligence. Liability for auxiliary personnel is excluded.

3.2 Consequential damages

Liability for third party damages and consequential damages (loss of profit, loss of earnings, business interruption, etc.) is excluded to the extent permitted by law.

3.3 Loss of data

FYRE Consulting AG is not liable for the loss of data. The customer has the obligation to prove that the data loss occurred despite his own proper data backup. The scope of liability in case of data loss is limited to the typical recovery effort that would have been incurred if backups had been made regularly.

4. Remuneration

4.1 Prices

The prices of the respective offer apply, which the customer accepts by legally signing it. All prices are exclusive of VAT.

4.2 Working hours

The usual office hours Monday to Friday 08.00h-12.00h and 13.00h-17.00h apply. If the customer requests services outside these hours, a surcharge of 25% will be charged for night work (19.00h-08.00h) and Saturday work. For work on Sundays and public holidays, a surcharge of 50% will be applied. Travel time is considered working time. The basis for calculating travel time is 8047 Zurich.

4.3 Expenses

Unless otherwise agreed, expenses are not included and will be invoiced separately. The basis for calculating travel expenses is the company's registered office.

4.4 Terms of payment

Unless otherwise agreed, invoices are payable net 20 days from the date of invoice.

4.5 Default interest

If the customer is in arrears with a payment, he shall be in default after an appropriate reminder and shall owe FYRE Consulting AG default interest in the amount of 10% p.a. from the due date.

4.6 Reminder fees

In case of late payment, FYRE Consulting AG reserves the right to charge reminder fees in the amount of CHF 50 plus additional collection costs.