

## Terms and Conditions (T&Cs) Grass & Partner AG

1.	<b>Subject</b> .....	1
2.	<b>Services</b> .....	2
3.	<b>Fees and payment</b> .....	3
4.	<b>Termination of Contract</b> .....	3
5.	<b>Data Protection</b> .....	4
6.	<b>Retention and handover of documents</b> .....	4
7.	<b>Disclaimer</b> .....	4
8.	<b>Copyright</b> .....	5
9.	<b>Jurisdiction and applicable law</b> .....	5
10.	<b>Severability clause</b> .....	5

### 1. Subject

Please read these General Terms and Conditions (hereinafter “GTC”) – the current version of which is available at [www.grassgroup.ch/de/AGB](http://www.grassgroup.ch/de/AGB) – carefully. These GTC govern the contractual relationship between Grass & Partner AG, Head Office, Bahnhofstrasse 16, 6300 Zug (“we”) and private and business clients (“Client” or “you”). The GTC are deemed to have been accepted upon confirmation of the order or your signed declaration of consent. The GTC apply to all contracts whose subject matter is consultancy, training or coaching, outplacement/new placement, career management, and the organisation of events and workshops by Grass & Partner AG, as well as to all related business dealings.

The General Terms and Conditions form an integral part of all quotations and order confirmations issued by Grass & Partner AG. They take precedence over any general terms and conditions of the client – these shall only apply if their validity has been explicitly agreed in writing by both parties. Individual written agreements between the parties take precedence.

## 2. Services

These GTC apply to all services provided by Grass & Partner AG to the client. Grass & Partner AG advises and supports employees, employers and private individuals in career assessment, career management, career coaching, leadership coaching and outplacement/new placement/best placement. Grass & Partner AG also regularly organises a wide variety of events and workshops. With regard to the content, scope and execution of the services to be provided, the order placed shall be decisive in each individual case. The order must generally be recorded separately and in writing (e.g. by email). The subject matter of the contract is the activities agreed in each individual case and to be carried out by Grass & Partner AG, and not a guarantee that certain economic or other consequences will occur. For this reason, Grass & Partner AG cannot make any statements in the form of expectations, forecasts or recommendations in the sense of a guarantee regarding the occurrence of corresponding circumstances or the future career path. The reports, personality analyses, consultations and recommendations are carried out in good faith and on the basis of all information available to Grass & Partner AG, and are conducted with the utmost care.

Personality analyses and assessments are intended as an indicator of a person's abilities, values, aspirations and potential, and should be understood as a guide at the time of the analyses and assessments. As every individual is constantly evolving, the respective outputs and results of the analyses represent a snapshot in time.

Grass & Partner AG is entitled to engage employees, expert external consultants, other companies and institutions to carry out the assignment; these parties act on behalf of and for the account of Grass & Partner AG and, in individual cases, carry out requested analyses or tests (e.g. the CliftonStrengths Assessment).

The client may place an order electronically by email, in writing by post, or informally (by telephone, verbally, in person). In the latter case, written documentation shall be provided subsequently (e.g. confirmation by email). The contractual relationship between you and Grass & Partner AG is established when the consultant confirms acceptance of the order to the client in writing or by email, or when the client signs a declaration of consent. The scope of services under the contract is limited by the order, insofar as it has been accepted by the consultant. If the contract is concluded via the website [www.grassgroup.ch](http://www.grassgroup.ch), the scope of services shall, in case of doubt, be determined by the

description of the offer on the website. Any extensions to the order and ancillary agreements must be in writing to be valid.

Grass & Partner AG expressly reserves the right to amend these General Terms and Conditions. The amendments shall come into force if the client does not object to them in writing within one month of receiving written notice of the amendments and Grass & Partner AG has informed the client in the notice of amendments of this right of objection and the applicable deadline. If the client objects to the amendment in writing, the previous General Terms and Conditions shall continue to apply. In this case, Grass & Partner AG is entitled to terminate the contractual relationship within two weeks of receiving the objection.

### **3. Fees and Payment**

We invoice for our services. The fee is agreed on a project-specific and individual basis. Unless otherwise stated in the agreement, the fee payable in addition to reimbursement of expenses shall be in line with standard industry rates. Value added tax will be charged additionally. Subsequent changes to the scope of services are subject to a reasonable adjustment of the agreed fee. We reserve the right to adjust service prices at any time.

If an invoice is not settled in full and on time, you will be in default and we reserve the right to charge 5% interest on arrears and, if necessary, to assign the claim to a specialist third-party debt collection agency.

### **4. Termination of the contract**

The contract ends upon fulfilment of the agreed service(s), upon expiry of the agreed term, or upon termination.

The contract may be terminated by either party at any time in writing, either with immediate effect or with notice to take effect on a specified date. In the event of ordinary termination of the contract, the client shall pay for the services rendered up to the date of termination. If ordinary termination takes place at an inopportune time, the terminating party shall be obliged to compensate the other party for any loss incurred as a result, in addition to any claim for fees where applicable. In the event of extraordinary termination due to a party's breach of contract, that party shall compensate the terminating party for any loss incurred as a result of the termination, in addition to any claim for fees where applicable.

## 5. **Data Protection**

Grass & Partner AG processes clients' personal data. Information regarding the processing of personal data can be found in our general privacy policy on our website at [[www.grassgroup.ch/datenschutz](http://www.grassgroup.ch/datenschutz)]. Contractual partners (employers) who use a service on behalf of their employees warrant that they have informed the data subjects of our privacy policy and are authorised to pass on the personal data of these data subjects to us.

## 6. **Retention and disclosure of documents**

Subject to longer statutory periods, Grass & Partner AG must retain the documents for a period of 10 years following the termination of the engagement. However, this obligation shall lapse before the expiry of this period if Grass & Partner AG has requested the client in writing to take delivery of the documents and the client has not complied with this request within 6 months of receiving it.

## 7. **Disclaimer**

We exclude our liability for any damage that we have not caused intentionally or through gross negligence.

Grass & Partner AG therefore accepts no responsibility for errors that do not fall within its sphere of responsibility, namely those attributable to telecommunications service providers, the hosting provider or other third-party service providers. Furthermore, no warranty or liability claims may be asserted against Grass & Partner AG in respect of any decisions or actions taken by a client or a third party on the basis of information derived from the assessments and analyses carried out by Grass & Partner AG.

Should the aforementioned limitations of liability be wholly or partially invalid under the law applicable in the individual case, liability shall be limited to the minimum extent permitted by law.

## **8. Copyright**

The templates, concepts and other materials provided by Grass & Partner AG are protected by copyright. The client is granted a right of use of the documents that is unlimited in time and geographical scope but restricted in content to the purpose of the contract (e.g. CV template for job applications). Any use beyond this, whether for payment or free of charge, is strictly prohibited and is only permitted with the express written consent of the consultant. This applies in particular to reproduction, distribution, publication, transfer to third parties and processing or storage in electronic systems.

The content of the Grass & Partner AG website is also protected by copyright. Graphics, texts, logos, images, etc. may only be downloaded, reproduced, copied, modified, published, sent, transmitted or used in any other form with the written permission of Grass & Partner AG. Product and company names mentioned may be registered trademarks. Unauthorised use may result in claims for damages and injunctive relief.

## **9. Place of jurisdiction and applicable law**

The legal relationship between you and Grass & Partner AG is governed exclusively by Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

You may bring legal proceedings at the registered office of Grass & Partner AG, currently Zug (Switzerland).

## **10. Severability clause**

Should any provision of these terms and conditions be wholly or partially invalid, unlawful or unenforceable, such invalidity, unlawfulness or unenforceability shall not affect the validity, lawfulness and enforceability of the remaining terms and conditions, and the invalid, unlawful or unenforceable clause shall be replaced by a valid, lawful and enforceable clause that corresponds as closely as possible to the intention of the parties and the economic purpose of the invalid, unlawful and unenforceable clause.

Date: 1 September 2023