

## General Terms and Conditions (GTC)

As of: August 2026 – Translation for information purposes; the German version is authoritative.

### 1. Scope and Contractual Basis

- 1.1 These General Terms and Conditions (hereinafter "GTC") apply to all contracts for advisory, analysis, project and management services between Desigon GmbH (hereinafter "Desigon") and its clients (hereinafter "Client").
- 1.2 By placing an order, the Client accepts these GTC. They also apply to all future engagements without the need for renewed reference.
- 1.3 Deviating or supplementary terms of the Client apply only insofar as Desigon expressly agrees to them in writing. This applies even where Desigon renders its services without reservation in the knowledge of such terms.
- 1.4 In the event of conflict, individual written agreements (offer, order confirmation) take precedence over these GTC.

### 2. Services and Subject Matter

- 2.1 Desigon provides services in the areas of analysis, concept and solution development, advisory and management. It structures complexity, leads projects and creates decision-making foundations – independently and across industries. Its methodological approach follows the principle Verstehen · Gestalten · Lösen (Understand · Shape · Deliver).
- 2.2 The specific scope of services is defined in the offer or order confirmation. Services beyond the scope described therein are not owed.
- 2.3 **Decision-making authority.** Desigon advises, analyses and develops foundations, concepts and recommendations. The decision on implementation and its execution rest exclusively with the Client. Decision-making authority remains with the Client in all cases.
- 2.4 **Legal nature.** The contracts are mandates within the meaning of Art. 394 et seq. of the Swiss Code of Obligations (CO). Desigon owes diligent, professional performance, but not any particular success or specific economic result. No assurances are given as to the success of the advisory activity.

### 3. Delimitation of Services

Unless expressly agreed in writing, Desigon does not provide, in particular:

- legal, tax or audit services;
- financial, investment or asset-management services, or the brokerage of financial products;
- architectural, engineering, structural-planning or construction-execution services;
- fiduciary or statutory-audit services, or interim management involving a corporate-body function.

For such matters, Desigon recommends engaging appropriately qualified and licensed specialists. The Client's decisions in this regard lie outside Desigon's responsibility.

## **4. Offer and Conclusion of Contract**

- 4.1 Unless stated otherwise, offers from Desigon are valid for 30 days from the date of issue and are otherwise without obligation.
- 4.2 The contract is concluded upon written order confirmation by Desigon or upon commencement of the performance of the services.

## **5. Client's Duty to Cooperate**

- 5.1 The Client shall provide Desigon with all information, documents, access and contact persons required for the performance of the services in a timely, complete and free-of-charge manner.
- 5.2 The Client warrants the accuracy and completeness of the information and documents it provides. Desigon may rely on their accuracy and – unless such review is expressly part of the engagement – is not obliged to carry out an independent verification.
- 5.3 Delays or defects resulting from insufficient, late or incorrect cooperation by the Client shall be borne by the Client. Any additional expense arising therefrom shall be charged separately on a time-and-materials basis.

## **6. Performance of Services, Deadlines, Involvement of Third Parties**

- 6.1 Desigon performs its services professionally and with the care customary in the industry. Desigon determines the place and time of performance at its dutiful discretion, unless otherwise agreed.
- 6.2 Stated dates are target dates unless expressly agreed in writing as binding (fixed date).
- 6.3 Desigon is entitled to involve qualified third parties or subcontractors to perform the engagement.
- 6.4 Status of Desigon. Desigon is not integrated into the Client's business organisation and is not subject to the Client's instructions as regards the technical execution of the services. Desigon is responsible for its own work organisation and for all social security contributions and taxes relating to the personnel it deploys. Desigon assumes neither a corporate-body function nor signing authority at the Client, unless expressly agreed otherwise in writing.

## **7. Fees and Payment Terms**

- 7.1 Fees are determined by the offer or order confirmation and are agreed on a time-and-materials basis or as a lump sum. Travel, expense and out-of-pocket costs are charged in addition unless otherwise agreed.
- 7.2 All prices are in Swiss francs and exclusive of statutory value-added tax.
- 7.3 Invoices are payable within 20 days of the invoice date without deduction. Upon expiry of this period, the Client falls into default without further reminder; from default onwards, default interest of 5% is due (Art. 104 CO).
- 7.4 Desigon is entitled to request advance payments or retainers and to invoice periodically for longer engagements.

- 7.5 Objections to an invoice must be raised in writing within 14 days of the invoice date. Set-off against counterclaims is permitted only insofar as such claims are undisputed or have been finally determined by a court.

## **8. Work Results and Review**

- 8.1 Reports, analyses, concepts and other work results are based on the information available at the time of preparation and on appropriate assumptions. Valuations, analyses and expert assessments are prepared using recognised methods on the basis of the available facts; they contain no guarantee of future developments.
- 8.2 The Client shall review the work results within a reasonable period, no later than 14 days after receipt, and notify any objections in writing. If no objection is raised within this period, the results are deemed approved.

## **9. Intellectual Property Rights and Use of Results**

- 9.1 All rights in the methods, models, templates, tools and general know-how used by Designon remain with Designon.
- 9.2 In respect of the final result prepared specifically for the engagement, the Client receives, upon full payment of the fee, a non-exclusive, non-transferable right of use for the contractually agreed purpose.
- 9.3 Passing the work results on to third parties, or using them beyond the agreed purpose, requires Designon's prior written consent.

## **10. Confidentiality**

- 10.1 Both parties shall treat all non-public information of the other party received in the course of the cooperation as confidential and use it solely for the purposes of the contract. This obligation continues for three years after termination of the contract.
- 10.2 Excluded from confidentiality is information that is or becomes publicly known without breach of these GTC, or whose disclosure is required by law or by an authority.
- 10.3 Designon is entitled to use insights gained from engagements, in anonymised form that cannot be traced back to the Client, for its own methodological purposes.

## **11. Reference to Client**

Designon is entitled to name the Client as a reference, stating its name and logo, unless the Client objects in writing. Confidential project content will not be disclosed.

## **12. Data Protection**

Designon processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP) and only insofar as this is necessary for the performance of the services. Details are set out in the privacy statement, available at [www.desigon.ch](http://www.desigon.ch).

## 13. Liability

- 13.1 Desigon is liable for damage caused intentionally or through gross negligence by it or its auxiliary persons. Liability for slight negligence is excluded to the extent permitted by law.
- 13.2 To the extent permitted by law, Desigon's liability for pure financial loss is limited to CHF 500,000 per claim and in the aggregate per calendar year. For personal injury and property damage, a limit of CHF 3,000,000 per claim and in the aggregate per calendar year applies. Desigon maintains professional and business liability insurance for this purpose. Evidence thereof will be provided upon request.
- 13.3 Excluded – to the extent permitted by law – is liability for indirect damage, consequential damage, lost profit, lost savings, data loss and third-party claims.
- 13.4 Desigon is not liable for damage based on incorrect, incomplete or late information or documents provided by the Client, or on the Client's failure to cooperate.
- 13.5 As decisions and their implementation rest with the Client (Section 2.3), Desigon is not liable for the decisions taken by the Client or their consequences.
- 13.6 Claims against Desigon must be asserted in writing without delay upon their discovery. Otherwise, the statutory limitation periods apply.

## 14. Contract Term and Termination

- 14.1 The contract ends upon full performance of the agreed services or as otherwise agreed.
- 14.2 Both parties may revoke or terminate the mandate at any time within the framework of Art. 404 CO. If termination occurs at an inopportune time, the revoking party is obliged to compensate the resulting damage. Services already rendered and expenses incurred shall be remunerated to Desigon in all cases.
- 14.3 The provisions on confidentiality, intellectual property rights and liability survive termination of the contract.

## 15. Force Majeure

Events of force majeure that substantially impede or prevent Desigon from performing its services release Desigon from its performance obligation for their duration. Force majeure includes, among other things, natural events, official measures, labour disputes or prolonged failures of communication or energy supply that lie outside Desigon's control.

## 16. Final Provisions

- 16.1 Amendments and supplements to the contract and to these GTC require written form to be valid. This also applies to any waiver of the written-form requirement.
  - 16.2 Should individual provisions of these GTC be or become wholly or partially invalid, the validity of the remaining provisions remains unaffected. The invalid provision shall be replaced by a valid one that comes closest to the economic purpose of the invalid provision.
  - 16.3 All legal relationships between Designon and the Client are governed exclusively by Swiss law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
  - 16.4 The exclusive place of jurisdiction for all disputes arising out of or in connection with the contract is the registered office of Designon GmbH in 8855 Wangen SZ. Designon is additionally entitled to bring proceedings against the Client at the Client's registered office.
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