



General Terms and Conditions

These General Terms and Conditions shall apply to all contractual relationships between the customer and emocia GmbH. They shall become an integral part of the contractual relationship between the customer and emocia GmbH when the customer places an order with emocia GmbH.

Deviating or additional contractual, delivery or purchasing conditions of the customer shall not become part of this contractual relationship. Any deviations shall only apply if the inclusion of the deviating or additional terms and conditions is expressly agreed upon in writing.

Performance of the contract

emocia GmbH shall perform the agreed services to the best of its ability and on the basis of the methods developed by emocia GmbH. It is agreed between the contractual parties that emocia GmbH does not guarantee the achievement of specific results, outcomes, business objectives or other successes.

Rights of use

The contractual work results, brands, titles, logos, methods and products shall be and remain the intellectual property of emocia GmbH. All industrial property rights thereto, in particular trademark and/or copyright rights of use, shall remain with emocia GmbH. The customer shall not be entitled to use these rights for himself, to reproduce or distribute them, to process and/or redesign them or to transfer any rights or powers to third parties.

emocia GmbH shall not be liable for materials and services provided by the customer to emocia GmbH for the performance of the contract. The customer guarantees that these materials and services are free from third-party rights and that their use and processing by emocia GmbH does not infringe any third-party rights. In this respect the customer shall indemnify emocia GmbH against all claims by third parties and shall reimburse emocia GmbH for any resulting damage, including the costs of legal defence. emocia GmbH shall not be obliged to check the materials and other information provided by the customer for completeness, accuracy of content or for the rights of third parties.

Information collected in the course of its work may be used by emocia GmbH in anonymised form (i.e. without mentioning the name of the organisation and without using the logo).

emocia GmbH may use the organisation name as well as the logo as a reference of the cooperation.

Prices and payment

Unless otherwise quoted, all prices shall be in Swiss francs (CHF). All prices are exclusive of any applicable value added tax (VAT).

As a rule, services are invoiced at the start of the service rendered. Invoices shall be due for payment within 30 days of the invoice date. emocia GmbH reserves the right to charge interest of 5% on overdue amounts with the 1st reminder following an unsuccessful request for payment.

Invoices shall be issued exclusively to contractual partners with their registered office and invoice address in Switzerland or Liechtenstein. The services shall be invoiced exclusively to a single invoice recipient and the invoice shall not be divided between several invoice recipients. Exceptions must be agreed before the contract is concluded and the customer shall be invoiced for any additional expenses incurred.

As a matter of principle, emocia GmbH reserves the right to charge for extraordinary expenditure in invoicing (e.g. due to delays).

Should the customer require emocia GmbH to amend the product and service contract, to check a customer contract and/or a customer security survey or to submit insurance certificates, the customer agrees to pay additional invoices for these services, which must be requested from emocia GmbH in advance. emocia GmbH shall inform the customer of the charges incurred before carrying out the work.

Confidentiality and data protection

emocia GmbH guarantees compliance with data protection regulations. The use, processing and deletion of personal data is governed by the data protection declaration. It shall form an integral and binding part of these GTC.

The contracting parties are obliged to use all documents, knowledge, experience, business matters, processes and business and trade secrets of the other contracting party, its employees and customers as well as the content of the contractual relationship (hereinafter referred to as "information") of which they become aware within the scope of the contractual cooperation and the performance of this contract exclusively for the performance of the contractual cooperation. Apart from that, this information - subject to a separate consent - is subject to the confidentiality of both contracting parties. The contracting parties shall take all necessary and reasonable measures to protect this information from the knowledge of unauthorised third parties.

The obligation to maintain secrecy shall not apply if

- the information was already known to the other contracting party without a confidentiality obligation at the time it became known or became known at a later time in a lawful manner,
- the information has been made known to the other contracting party or to the public with the consent of the entitled party,
- the respective contracting party has been expressly permitted to disclose the information to third parties.

The confidentiality obligation shall not end with the term of this agreement, but shall continue as a sign of post-contractual fiduciary duty for a period of two years.

Final Provisions

emocia GmbH reserves the right to make subsequent changes or additions to the General Terms and Conditions. These will become part of the contract unless the customer objects within 14 days of receiving notice of the changes. The most current version will be published on the emocia GmbH website (<https://emocia.ch/en/home-english/>). Continued use of the products and/or services after the announcement of the changes constitutes acceptance of the amended GTC.

The place of performance and exclusive place of jurisdiction for disputes shall be the registered office of emocia GmbH. The legal relationship between the contracting parties shall be governed exclusively by Swiss law.

In the event of discrepancies between the German version of the GTC and the English version, the content of the German GTC shall be legally binding.

Last updated: January 2023