



GENERAL TERMS AND CONDITIONS

Bosshard & Cie
Trust Office

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I. Scope of validity

1. These General Terms and Conditions govern the scope and conditions of the contractual relationship between customers (hereinafter referred to as the Customer) and Bosshard & Cie for the use of services.
2. The use of specific services may be governed by additional Terms and Conditions (if in doubt contact Bosshard & Cie).

II. General

3. Bosshard & Cie supports entrepreneurs and offers a range of corresponding services.
4. The products, services and prices offered by Bosshard & Cie are listed in its current published communication media and may be consulted at www.b-c.ch.

III. Range of services

5. Bosshard & Cie generally offers the Customer a choice of service packages, fully described in Price List document.
6. Bosshard & Cie or its partner companies provide the Customer formal domicile at their business premises. If specifically agreed, Bosshard & Cie or its partner companies also provide the Customer the furnished offices for shared usage.
7. The Customer intends to set up its headquarters or branch in the business premises of Bosshard & Cie or its partner companies.
8. Bosshard & Cie is also willing to provide the Customer additional services if these services are requested and if their realization is possible, legal and ethical.
9. The Customer grants to Bosshard & Cie and, respectively, the relevant staff the authority to accept on his behalf phone calls, mailings and official orders of all kinds. However, significant efforts on behalf of the Customer are subject to additional agreement and hourly charge of at least two hundred Swiss francs per hour.
10. The Customer cannot receive certain shipments through Bosshard & Cie, in particular (not the exhaustive list): packages (unless agreed otherwise), Cash on Delivery (N), personal delivery (RMP), debt collection documents (BU), shipments subject to tax and those with extra postage, money orders and writs (GU). Bosshard & Cie returns all excluded items to sender.
11. Use of furnished office is offered on a first come, first served basis. Allocation is automated and non-discriminative. Cancellations are refundable if they are done at least five business days in advance. The Customer is obliged to leave the office clean and tidy, in the same condition as it was received, otherwise cleaning fee of fifty Swiss francs is charged.
12. Bosshard & Cie informs the Customer within the legal limits about further offers and services from Bosshard & Cie, its partners or affiliates.

IV. Liability

13. From the realization of services, no additional rights beyond explicitly granted can be derived in favor of the Customer.
14. The Customer accepts full liability for direct or indirect damage which is caused to Bosshard & Cie and its partner companies by the realization of agreed upon services. The management of the Customer accepts personal liability in the event that the Customer cannot assume any damage resulting from the contract as a result of inability to pay. Bosshard & Cie bears no responsibility or liability (direct or indirect) for any damages caused by the Customer.
15. The realization of agreed upon services does not imply affiliation, promotion, support, approval, investigation, verification or monitoring of operations of the Customer by Bosshard & Cie.
16. Bosshard & Cie and its partner companies pay the corresponding rent for the business premises and to the necessary staff; there are no further payment obligations. Bosshard & Cie may at any time engage third parties to provide its services.
17. In an unlikely case of changing its address, Bosshard & Cie bears the costs for the Customer up to an amount of fifty Swiss francs.

V. Prices and payment terms

18. For the realization of agreed upon services, the Customer pays Bosshard & Cie in advance. The amount and billing cycle are agreed in the contract.
19. The payment is due on the 1st day of the corresponding billing cycle. Bosshard & Cie can charge the Customer thirty Swiss francs for each reminder.
20. If the Customer is in arrears with an amount due, Bosshard & Cie can suspend provision of the services without notice and without any compensation to the Customer.
21. Bosshard & Cie may authorize third parties with the collection of outstanding payments or sell claims to such payments to third parties in Switzerland and abroad. The persons entrusted with the management of the Customer are jointly and severally liable for the sums and costs owed by the Customer.

22. The Customer is obligated to reimburse all costs for debt enforcement incurred by Bosshard & Cie or by third parties, who are responsible for the collection. If the Customer is in arrears with an amount due, default interest will be charged at seven percent p.a., in addition to all the costs.

VI. Commencement, Duration, and Termination of Contract

23. Contracts enter into force by bilateral signing, conclusion of the identity check Know Your Customer (if Bosshard & Cie elects to do so) and payment of the first invoice.
24. The contract automatically renews until notice in the written form is given by the Customer or by Bosshard & Cie. Notice period and contract renewal dates are specified in the contract.
25. Bosshard & Cie reserves the right to notify the Customer by email about future price changes. Amendments of prices shall be deemed approved if the Customer has not raised any objection within one month of such notification and only enter into force upon next renewal of the contract.
26. The Customer (excl. Associations and Individual Enterprises with an annual turnover of less than CHF 100,000) has a legal obligation to conclude entry / modification in the Commercial Register. Bosshard & Cie reserves the right to withdraw from the contract without incurring any damage when such registration in the Commercial Register is not made within thirty days of commencement of the contract.
27. Bosshard & Cie also reserves the right to withdraw from the contract without incurring any damage if the Customer is in arrears with an amount due for more than thirty days.
28. Under special circumstances, especially if the Customer engages in unfair commercial practices or operates a business that may affect the reputation of Bosshard & Cie, its customers, partner companies or service providers, or rights for termination from points 26 and 27 are applicable, the agreement can be terminated without notice. In such cases, there is no claim to a discount or refund.
29. In the case of Contract termination, Bosshard & Cie and its partner companies are entitled to apply to Commercial Register Office for termination of the legal seat of the Customer unless the Customer immediately applies for the change of his legal seat.

VII. Further Provisions

30. Unless the contract provides otherwise, the statutory provisions, in particular, those of the Swiss Code of Obligations, apply to this contractual relationship.
31. If any provision is invalid or void, the validity of the remaining contractual content shall not be affected. The invalid or void provision shall be replaced by the legally admissible provision which comes closest to its economic or contractual purposes.
32. Bosshard & Cie reserves the right to amend the General Terms and Conditions at any time. The Customer shall be notified in advance of any amendments or revisions, which shall be deemed approved if the Customer has not raised any objection within one month of such notification. If the Customer exercises his right to object to the changes then the contract with the objecting Customer shall continue in force until next renewal without the proposed changes.
33. Swiss law applies to this contractual relationship. Parties agree to the exclusive jurisdiction of the courts at the seat of Bosshard & Cie.

VIII. Publication Form

34. The current GTC can be consulted at www.b-c.ch/gtc. In particular cases, Bosshard & Cie can provide the Customer with a physical version of the GTC if requested. The Customer acknowledges that paper versions are only copies of the current and legally binding GTC published via electronic media and that paper versions of the GTC are legally binding only if they correspond fully to the electronic version.
35. These conditions are subject to any contrary and mandatory provisions of the law.

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