

General Terms and Conditions of ESU-services Ltd.

ESU-services Ltd.
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1 General Terms and Conditions

We aim for a fair and balanced business relationship. As far as no other mutual agreements are reached with the customer, these general terms and conditions apply for all services provided by ESU-services Ltd.

1.1 Payment

If not agreed otherwise, the average rate for work hours at ESU-services is CHF 160. For project management tasks of Dr. Niels Jungbluth an hourly rate of CHF 210 is charged. Tasks of associates are charged with an hourly rate of CHF 130.

A discount of 20% is granted for services which support public relations activities of non-profit organizations with a ZEWO (or comparable) certification.

The account can be based on the following models:

- Actual hours worked or working items finalized (possibly including a defined cost ceiling).
- Lump sum for a clearly defined project based on detailed cost estimation.

The invoicing of projects until CHF 50'000.- proceeds in two tranches. After confirmation on starting the project 50% are going to be charged. After authorization of the final version of the report the balance is going to be paid. For long-term projects, the invoicing is done once every three months based on the total amount of hours worked. For each project at least one invoice is sent at the end of the calendar year.

The value added tax (VAT) for mandates of Swiss clients is added according to legal regulations. Clients from other countries are obliged to pay the VAT according to legal regulations of the referring country.

All payments are due within 30 days of the date of invoice without deductions or discounts. The contact person for correspondence and invoicing is Dr. Niels Jungbluth, CEO of ESU-services Ltd.

The following accounts should be used for payments.

	Payments in Swiss Francs	Payments in Euro
Currency	CHF	Euro
IBAN	CH05 0844 0866 2582 9001 8	CH04 0844 0866 2583 1001 8
Bank name	Bank Cler AG, PO Box 5248, CH-8050 Zurich	
BIC/SWIFT	BCLRCHBB	
issued on	"ESU-services Ltd., CH - 8200 Schaffhausen"	

1.2 Duty of discretion

ESU-services Ltd. treats all information received in connection with this mandate from the customer as confidential (fiduciary principle). This should not limit the right of ESU-services to react and inform about claims made in public about results of our services.

ESU-services is subject to the provisions of Swiss data protection legislation in the management and processing of data, in particular personal data ("personal data"). You can find more information on this subject in the [privacy policy](#).¹

1.3 Copyright

All methods, texts, graphics, concepts, etc. used for the project are property of ESU-services Ltd., and thus protected by copyright and trademark law.

Protected are content and expression of all quotes, documents, presentations, data, questionnaires, evaluations, internet content, etc. created as part of the project by ESU-services Ltd.

This protection applies in relation to all people the customer is liable for under the project, employed or contracted individuals or the mandated third party. The customer is fully responsible for compliance of these people with the protection.

The customer shall take the necessary measures to prevent a violation of this agreement.

The reports and presentations developed and prepared by ESU-services within the project are transferred electronically to the customer at the time of project completion, after the settlement of the final payment. This also includes the rights of use for the customer according to the agreed ways of publishing. All project results remain the sole property of ESU-services until paid fully. ESU can exploit the results otherwise if not paid after two months and two reminders.

The work and / or any of its parts, e.g. results, are to be published unaltered and with the appropriate citation. Any publication of the contents of the working results which only partially presents the results and conclusions thereof and which does not constitute an integral part of the overall report is not permitted. Such publications may not cite this report as a source or otherwise be linked to the report or ESU-services.

Excluded from the right to use for publishing are the documentations to life cycle inventory data from proprietary databases.

ESU-services Ltd. is authorized to use all publicly available information and data collected during this project also in other projects. LCI and LCA data, which are based on publicly available information and data created during the project, can be exploited commercially by ESU-services exclusively.

In consultation with the customer, ESU-services Ltd. may use and continue to sell inventory data and documentation that was created according to specific information provided by the customer. In the case of an approval by the customer before the closure of the project, a discount of 5% is granted on the price offered for the reimbursement of expenses for data collection and documentation. The approval by the customer must be made in writing.

ESU-services Ltd. can provide final reports to the project in consultation with the customer on its website, <https://www.esu-services.ch>, for download.

Data and content provided by the customer are treated as confidential by ESU-services - as far as they are not otherwise publicly available. See also paragraph above 'Duty of discretion'.

In some projects, third-party databases might be used (e.g.ecoinvent). For project results that are subject to the license conditions of these third-party providers, the client needs a separate license of the corresponding database. The client is responsible for using the corresponding project results only according to the license conditions of the third-party provider.

¹ <https://www.esu-services.ch/fileadmin/download/tender/ESU-Datenschutzerkl%C3%A4rung.pdf>

1.4 Corporate Governance

The project staff (including external enlisted employees) assigned by ESU-services are explicitly bound to high corporate governance rules. ESU-services Ltd. is transparent about possible conflicts of interest that could arise during the project by employees or by simultaneously acquired orders. If such conflicts shall arise within the course of a project, ESU-services Ltd. will act together with the client.

1.5 Warranty

Clients are fully responsible to provide true, reliable, and accurate information about the products and services investigated for them in our studies.

Our life cycle inventory database (LCI) is always kept up-to-date. Therefore, we assume no liability in case of any significant changes of such background data by us or by third parties after finalization of the project. This applies as well for errors in used data and information. In case of significant changes of project results by such updates, a quote will be submitted to the client for recalculating the results.

In case of gross errors and inadequacies, these would be corrected within 6 months after the submission of the final version by ESU-services, as far as they are caused by ESU-services and notified by the customer.

1.6 Applicable law and place of jurisdiction

Swiss substantive law shall apply. In the event of disputes in connection with the contract, Schaffhausen shall be agreed as the exclusive place of jurisdiction. A mediation is thought in case of conflicts. Accepted languages for disputes are German and English.

1.7 Additional terms and conditions of the customer

It is possible to acknowledge additional terms and conditions of the customer. Additional non-disclosure agreements can be signed. Furthermore, it is possible to invoice according to customer specific purchase orders. We keep the right to invoice for additional workload, extension of guarantees or services for such customer specific conditions if necessary and as soon as requested.

1.8 Order granting

We hope this information serves you well. We assure you a professional and serious approach and are looking forward to our collaboration. If you agree with our proposal, please confirm your order via email or send us a copy of the signed offer.