

General Terms and Conditions (GTC)

1. Scope of application

The following General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relationships between SWISS LINKED GmbH, Baarerstrasse 8, 6300 Zug (hereinafter referred to as "SL") and its clients, whereby these GTCs do not apply to commission sales within the meaning of Art. 425 et seq. of the Swiss Code of Obligations, for which reference is made to the separate GTCs.

Subject to the statutory provisions, the respective individual agreement between the client and SL shall take precedence over these GTCs and other general provisions in the event of contradictions.

SL may amend these GTC at any time, whereby the amendments shall become effective upon publication of the new GTC on the website www.swiss-linked.com. The GTCs valid at the time the order is placed shall apply. By placing an order, the client confirms that he/she has been informed of the GTC and has read, understood and accepted them.

SL offers customized services for a selected clientele. The various offers are compiled by SL and made available to the client. Individual services may be offered by partners of SL (third-party providers).

SL's offers on the Internet or in advertising are subject to change, are not to be understood as binding offers and constitute an invitation to order. All information, photos, descriptions, etc. on the Internet or in advertising are provided without guarantee.

2. Subject matter of the contract

SL organizes and arranges services (e.g. experiences, events, transportation, concierge services, etc.) which are provided by SL itself or by various providers. The order ("Contract") between SL and the client is concluded by placing the corresponding order, whereby SL's offer is accepted.

The client acknowledges that SL merely acts as an intermediary between the client and the contractor for certain services and/or that the contractual partner of SL provides its services on behalf of SL. In this case, the corresponding general terms and conditions of the respective provider apply, and SL is solely the intermediary for the corresponding service.

3. Prices

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

The prices include any other applicable taxes. However, it is possible that additional local taxes may be due locally (e.g. for hotel accommodation, etc.).

Cancellation conditions, if any, are listed separately.

SL reserves the right to change prices at any time. The prices valid at the time the order is placed shall apply.

4. Payment

Payment shall normally be made by invoice or by means of payment specified by SL. SL may exclude individual means of payment in general or for individual clients without further justification. SL further reserves the right to obtain credit checks on individual clients and may forward client data to third parties for this purpose.

When paying by invoice, the amount must be paid within 14 calendar days.

For purchases by debit and credit card, the amount is debited at the time the order is confirmed. When paying by credit and debit card, the data is transmitted in encrypted form.

If the client is in arrears with payment in whole or in part, default interest of 5% per year (pro rata) and reminder costs of CHF 20.00 per reminder will be charged, which are due immediately.

Further claims for damages are expressly reserved. SL also has the right to assign outstanding payments to external debt collection companies.

SL may also cancel and/or suspend all further orders without further reminder until the entire debt has been repaid.

SL is entitled to use a client's payments for any due claim of the client. The client must be informed of this immediately. If costs and interest have already been incurred, SL shall be entitled to offset the payment first against the costs, then against the interest and finally against the contractual performance.

Furthermore, SL has the right to perform outstanding services only against advance payment or against the provision of securities.

5. Liability

SL shall be liable in the event of a breach of its own obligations under these GTC and/or the Contract for damages caused and proven by it through unlawful intent or gross negligence. Liability is expressly excluded for slight and medium negligence as well as for indirect and consequential damages, whether based on the Contract, a tortious act or for any other reason. Indirect damage includes, for example, loss of profit, financial loss, damage to reputation, etc. Furthermore, SL accepts no contractual or non-contractual liability for damages caused by auxiliary persons who are used to provide the service.

6. Force majeure

In the occurrence of an unforeseeable event beyond the control and influence of SL (force majeure), SL disclaims any liability or responsibility for the non-performance or delayed execution of obligations under these GTC and/or the Contract.

In the event of an unforeseeable circumstance affecting SL's ability to fulfill obligations, the client will be promptly notified.

7. Data protection / Confidentiality

The data required for business transactions shall be handled by SL in accordance with the data protection agreement, which can be accessed at www.swiss-linked.com/dataprivacy.

In principle, SL collects and uses personal data of clients to the extent necessary for the establishment, content or modification of the contractual relationship between the client and SL.

If SL commissions third-party providers for the provision of a service, it only transmits the data required for the fulfillment of the order to the respective provider. The provider processes and uses the data for the purpose of initiating and concluding the Contract and performing the Contract under its own responsibility and in accordance with its data protection agreement. SL is not liable for the processing and use of the data by the respective providers and gives no guarantees that the data cannot be used or processed in any other way. Upon request, the client will be informed of the provider, its GTC and its data protection agreement.

SL treats all documents and information provided by the client as confidential and will sign additional confidentiality or non-disclosure statements on request of the client.

8. Contact

Our contact details are as follows:

SWISS LINKED GmbH
Baarerstrasse 8
6300 Zug
Switzerland

info@swiss-linked.com

9. Final provisions

Should one of the provisions of these GTC be or become illegal, invalid or unenforceable for any reason, this shall not affect the validity of the remaining provisions. Unless otherwise agreed, the invalid provision shall be deemed to be replaced by a valid provision that reflects the economic purpose of the provision and the intention of the parties at the time the Contract was concluded as far as possible. The same applies to any gaps or loopholes in these GTC.

These GTC and the Contract are subject to Swiss substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) is excluded.

The courts of Zug, Switzerland shall have exclusive jurisdiction for disputes arising from or in connection with these GTC and/or the Contract.