

1. Scope of application

1.1 These Terms and Conditions apply to all business relations between Swiss Climate and its customers. A customer may only object to the applicability of these Terms and Conditions if he can prove that Swiss Climate did not adequately communicate their existence and has not sufficiently drawn the attention to their applicability.

1.2 Any amendments to the business relationship between Swiss Climate and a customer that deviate from these Terms and Conditions shall only be valid if agreed upon in writing by both Swiss Climate and the customer.

1.3 If a customer submits its own Terms and Conditions to Swiss Climate and claims their validity, it shall be deemed to be agreed that, in the absence of any other agreement, only those provisions of the two Terms and Conditions that are identical in content shall apply. In this case, the parties remain free to agree otherwise in writing.

1.4 These Terms and Conditions shall apply without restriction in terms of time and place unless Swiss Climate has agreed otherwise in writing with the customer.

1.5 Unless otherwise stipulated in these Terms and Conditions, the provisions of the Swiss Code of Obligations shall apply on a subsidiary basis.

1.6 Should any provision of these Terms and Conditions be or become invalid or should they contain gaps, such invalidity or gap shall not affect the legal validity of the remaining provisions (severability clause). In place of an invalid provision, a valid provision shall be deemed to have been agreed upon from the outset, which comes closest to the economic intent presumably intended by the parties involved. The same applies in the case of a gap.

2. Validity and acceptance of offers made by Swiss Climate

2.1 The prices communicated by Swiss Climate on their website www.swissclimate.ch are non-binding and serve only as guidelines.

2.2 Oral and telephone inquiries regarding offers from Swiss Climate are non-binding, unless they have been confirmed in writing by Swiss Climate.

2.3 Offers submitted to the customer in writing by Swiss Climate shall be valid for two months unless otherwise agreed in writing. Information explicitly designated by the parties as approximate values shall not be binding and shall only be used to estimate the order of magnitude.

2.4 Offers by Swiss Climate shall be deemed to have been accepted by the customer if the customer notifies Swiss Climate in writing (by letter, fax, e-mail or in a personal meeting to be recorded in writing).

2.5 Unless the context or separate written agreements clearly indicate otherwise, the contractual relationships between Swiss Climate and its customers are always contractual relationships within the meaning of the Swiss Code of Obligations, whereby the customer is the principal and Swiss Climate is the contractor.

2.6. If a customer cancels or terminates an order placed with Swiss Climate, the customer shall compensate Swiss Climate for the damage incurred as a result of the cancellation or termination but shall at a minimum pay Swiss Climate an amount equivalent to half of the value of the relevant order (for the definition of 'order value,' see section 3.8 below).

3. Warranty, external review and liability

3.1. Swiss Climate selects its partners and external service providers carefully and monitors them with

the diligence required by law. However, Swiss Climate accepts no liability for statements and services provided by its partner companies and external service providers.

3.2 Swiss Climate accepts no liability whatsoever if the projects it proposes or realises (commissioned services) do not meet the standards set by third parties. Swiss Climate accepts no liability whatsoever for services provided or arranged by third parties. Inadequate performance by third parties cannot lead to any claims for damages against Swiss Climate.

3.3 Swiss Climate guarantees that the emission factors and associated data used in the creation of a carbon footprint are up to date. Swiss Climate accepts no liability for any future changes to such factors or data. Swiss Climate is not obliged to update such factors and data free of charge.

3.4 Swiss Climate undertakes to always safeguard the interests of the customer in its advisory function. However, Swiss Climate cannot guarantee the success of measures proposed by Swiss Climate due to external factors beyond its control and assumes no liability in this respect.

3.5 Swiss Climate may use links to refer to websites that are operated and maintained by third parties. Swiss Climate controls such sites, but not the entire website of the third party, and is therefore only jointly responsible for the content of the linked site.

3.6 Customer acknowledges and agrees that Swiss Climate automatically acquires all rights to all Intellectual Property created by Swiss Climate in the performance of a Customer Order. However, Swiss Climate does not claim any rights to intellectual property that (i) was created by the customer, (ii) was already owned by the customer, (iii) contains confidential financial data of the customer, or (iv) contains sales, marketing or business strategies or product information of the customer.

3.7. Neither Swiss Climate nor the customer shall be liable for the fulfilment of a contractually agreed obligation if the non-fulfilment is due to a cause beyond the control of the respective party (e.g. fire, natural disasters, war, confiscation, political unrest, general shortage of raw materials, restriction of energy consumption, strike and the like). The same shall apply if a project partner of Swiss Climate is affected by such circumstances and is unable to fulfil its contractual obligations as a result.

3.8 In no case shall Swiss Climate be liable to a customer for an amount greater than the respective order value. The order value is defined as the price communicated by Swiss Climate to the customer for the proper execution of a specific order.

4. Usage rights to trademarks, labels, know-how, and similar

4.1 Swiss Climate may grant a customer rights to use trademarks, labels, know-how, naming rights or the like with regard to the production, distribution or marketing of climate-neutral services and related products as part of or as a consequence of the performance of the order. Such authorisations may only be used by the customer itself and within the agreed scope and may not be transferred to third parties.

4.2 The customer is obligated to immediately adopt any changes to trademarks and related representations and logos upon notification by Swiss Climate. This includes the customer's obligation to adjust all marketing materials, at their own expense, to the new representations provided by Swiss Climate within six months of receiving the respective written notice.

4.3 Swiss Climate grants the customer the right to publicise its contractual relationship with Swiss Climate to third parties and to mention the use of Swiss Climate services in its own means of communication, in particular on its website, in its annual report or in press releases. However, all mentions of Swiss Climate by the customer in its external means of communication must be submitted to Swiss Climate for approval prior to publication.

4.4 Swiss Climate may name the customer as a reference customer on its own website or in other media, unless the customer asserts a contrary legitimate interest in writing.

4.5 In principle and unless otherwise stipulated above, Swiss Climate shall retain the rights to illustrations relating to the fulfilment of the order. Use by the customer without the express prior consent of Swiss Climate is not permitted.

5. Further provisions

5.1 Invoices sent to the customer by Swiss Climate must be paid in accordance with the terms and conditions set out in the individual contract. In the absence of such conditions, a payment period of 30 days from the invoice date shall apply. Swiss Climate reserves the right to charge reminder fees and interest on arrears within the customary business framework.

5.2 In addition to individual contractual agreements, all transactions between the customer and Swiss Climate shall be governed exclusively by these Terms and Conditions and secondarily by the provisions of the Swiss Code of Obligations. Any conflicting general terms and conditions of the customer or other deviating provisions shall require the prior express written consent of Swiss Climate.

5.3. The exclusive place of jurisdiction for all disputes arising from the business relationship between Swiss Climate and its customers is Bern.

5.4 These Terms and Conditions are governed exclusively by Swiss law.

Place and date: Bern, 29.11.2023