

General terms and conditions

1. Applicable law and order of precedence

The following order shall apply to the relationship between the parties:

- the written contract, duly signed and delivered
- CSD's offer
- CSD's General Terms and Conditions (GTC)
- the principal's offer
- the SIA standards and regulations
- Swiss law.

2. Duty of diligence

CSD shall act in the best interests of the principal, in particular with a view to achieving the agreed objectives and shall fulfil its contractual obligations in accordance with the generally accepted rules of the profession. CSD is a certified service provider (ISO 9001 and 14001).

3. Confidentiality and data protection

CSD shall treat as confidential all information obtained in the course of its work and shall not use such information to the detriment of the principal. Unless otherwise agreed in writing, CSD may use the name and address of the principal and a brief description of the service provided in its reference lists for its own marketing purposes.

By signing the contract, the principal declares that he has been duly informed and that he freely consents to the processing of his personal data in accordance with current Swiss data protection legislation and, where applicable, the General Data Protection Regulations of the European Union. CSD will process this data, in particular for marketing and reference purposes.

4. Publications

CSD may publish its work with due regard to the interests of the principal. CSD also has the right to be named as the author of its work in publications by the principal or third parties.

5. Intellectual property

CSD retains the intellectual property rights to its work. In particular, drafts and parts of works shall be considered works if they constitute intellectual creations with an individual character.

6. Use of work results, retention of documents

By paying the fee, the principal acquires the right to use the results of CSD's work for the agreed purpose.

CSD shall keep the documents in the original or in another suitable form for 10 years after the termination of the mandate. These documents remain the property of CSD.

7. Risk prevention

In urgent cases, CSD is entitled to take or order all measures deemed necessary for the prevention of damage and risks, even without the prior consent of the principal. CSD shall inform the principal without delay.

The principal is obliged to take all reasonable measures in a timely manner to prevent the occurrence or aggravation of damage.

8. Appointment of third parties

In order to fulfil its contractual obligations, CSD is entitled to call in third parties at its own expense and to grant them access to information and documents. CSD will require these third parties to keep this information and documents confidential.

9. Fees and terms of payment

Unless otherwise agreed, all prices are in CHF excluding VAT.

CSD is entitled to demand partial payments in accordance with the services rendered.

Unless otherwise agreed, all invoices are payable within 20 days of receipt.

After expiry of the payment deadline, interest on arrears at a rate of 5% p.a. shall be payable.

In order to secure its fees, CSD is entitled to demand an advance payment.

If a deposit or an invoice is not paid in accordance with the agreed terms, CSD is entitled to suspend its services immediately until the principal has paid the amount due. The principal shall bear all the consequences of this suspension, in particular the technical, financial, scheduling and economic consequences.

The reference date for determining inflation is the date of submission of the offer. Any inflation occurring after this date shall be compensated for all forms of remuneration in accordance with the SIA 126 contractual standard (price changes due to inflation in the case of engineering services).

10. Additional services

All services that have not been offered in writing are considered additional services. They must be agreed. Unless otherwise agreed, additional services shall be invoiced at CSD's hourly rates.

11. External services

The principal shall provide access to its premises, facilities, and personnel for all necessary external services (in the field). The principal shall inform CSD in advance of any cables or buildings in the ground (underground) which may affect the safety of persons or goods and the success of the services.

12. Extension of time limits

If a party fails to perform its obligations within the agreed time limit, the other party may put that party in default by means of a written reminder. For the party issuing the reminder, the periods and deadlines agreed with it shall be extended accordingly. CSD shall not be liable for any damage caused by late performance, unless it is proven that the reason for the late performance is due to negligence on the part of CSD.

13. Poaching

The principal agrees to refrain from poaching employees of CSD during the execution of the mandate and for a period of 1 year after completion of the mandate.

14. General liability insurance

CSD is covered by a general liability insurance for personal injury and damage to property for a total of CHF 20 million per event causing damage. The sums insured per damaging event are hereby limited to:

- CHF 10 million for damage to and defects in real estate, buildings and financial losses of third parties.
- CHF 10 million for damage to and defects in buildings.
- CHF 10 million for financial losses in the field of environmental advice.

15. Liability

15.1 General provisions

If the principal's objectives are beyond the control of CSD, CSD's liability is excluded. This applies in particular to unforeseeable decisions by third parties, for example with regard to authorisations and credits.

CSD is not liable for the services of independent third parties who are in a direct contractual relationship with the principal.

CSD is not liable for the services of third parties appointed by CSD if their appointment has been agreed with the principal and provided that CSD has selected and instructed them with due care.

CSD assumes that:

- the principal and the third parties appointed by the principal provide it with correct and complete information and documents
- the work results will not be used in part
- the work results will not be used for a purpose not agreed upon or for another object or applied to altered circumstances without having been checked.

Otherwise, CSD declines any liability towards the principal for damages resulting from such use.

If a third party uses the work results or makes a decision based on the work results, CSD shall not be liable for any direct or indirect damage resulting from such use of the work results.

15.2 Limitation of liability

In the event that CSD is liable to the principal, CSD's guarantee liability shall be limited to the payment of the fees for the activity directly related to the damage caused. It shall not exceed the amount insured.

CSD is not liable for indirect damage (consequential damage) or for purely financial loss.

16. Termination

16.1 Principle

In the event of a serious breach by one of the parties of one of the essential contractual obligations, which has not been remedied within a period of thirty (30) days from the date of receipt of the registered letter informing of such breach, and in the absence of an amicable settlement, the aggrieved party may seek judicial termination of the contract.

16.2 Loss of economic equilibrium of the contract

Notwithstanding the aforementioned provisions, CSD may terminate the contract if, during the execution of the contract, CSD encounters unforeseeable difficulties that can only be resolved by means that are disproportionate in relation to the amount of the contract and for which the client refuses to pay the additional costs. Termination of the agreement for such reasons shall not give rise to any form of compensation.

17. Jurisdiction and venue

All disputes arising between the parties shall be subject to the exclusive and final jurisdiction of the ordinary courts at the location of the respective branch of CSD or in Fribourg.