

Consulting Terms & Conditions

1. When performing Consulting Services Finates GmbH will use the diligence of a scrupulous merchant and will apply the principles of orderly professionalism. Finates shall not be liable for the deliverables of its Consulting Services, including but not limited to recommendations, in case it is based on incompleteness and incorrectness of information, documentation and other support (in the following „Information“) provided by the customer. The Consulting Services are based on the assumption that the Information received from the customer is correct and complete. Finates is fully liable for bodily injuries and damages intentionally or grossly negligent caused by Finates personnel as well as in cases where a limitation is legally prohibited (e.g. pursuant to product liability law). In all other cases and with respect to all legal grounds and all types of damages, including loss or damage to property or financial loss, the liability of Finates under each separate contract is limited to an overall amount of 100,000.- (hundred thousand) CHF. Irrespective of the legal basis, all other claims against Finates GmbH (including its sub-contractors or vicarious agents) are excluded, especially for the compensation of consequential damage such as lost profits, unrealized savings or sales losses.
2. The quality and the efficient performance of the Consulting Services depend on the timely and qualitative delivery of information by the customer to the performing team of Finates. Also important is that the customer responds fast to questions of the Finates team and accepts deliveries in an adequate timeframe. This is part of the obligation of the customer to cooperate. Further important are customer decisions and sign-offs as well as obligations of the involved service providers according to the agreed project timeline. In the context of consulting services, only such delivery dates apply as binding delivery dates which have been prior confirmed and signed by Finates in written and separate form.
3. Finates is entitled to ask for a temporary interruption of parts of the project and compensation of additional effort in case of delays of a project for which Finates is not responsible. In this respect Finates will act in coordination with the overall project management.
4. Finates GmbH is obliged to refrain from disclosing any confidential information of which it becomes aware during the fulfilment of this agreement to any third parties. This non-disclosure obligation also remains after the contract has ended and it extends to all parties employed or commissioned by Finates GmbH. Information belonging to the Client is confidential if labelled as such or is designated as such at the time of the hand-over. Information is likewise deemed to be confidential if any informed third party would regard it as worthy of protection and therefore deem that it should be treated as confidential. Finates GmbH is entitled to disclose the Customer name and the project title & scope in its list of customers and marketing materials.
5. The customer is obliged to keep confidential all working methods used by Finates when performing the Consulting Services for the customer, including but not limited to any methods for enquiry, analysis and assessment, as well as information about the expert procedures or the specific know-how of Finates as well as Finates products (protection of know-how). The obligation of confidentiality extends over the term of the respective project and is applicable to all employees and agents of the customer.
6. With respect to all deliverables of Finates resulting from the Consulting Services the customer receives a project-specific, non-exclusive and irrevocable right to utilize, run, reproduce, display, transfer and distribute copies of these deliverables within his company.
7. All Consulting Services will be billed on a monthly basis with a 30 days term in accordance with the hours performed by Finates personnel. In case the Finates personnel have to travel to or from its regular working place to different locations, Finates is entitled to bill travel costs on a monthly basis as follows:
 - » costs incurred for overnight stay and other documented expenses
 - » daily allowances agreed as follows: 15 CHF breakfast, 30 CHF lunch, 35 CHF dinner

- » documented travel costs using 1st class for train and flexible economy class for air fare all over Europe, documented costs for car rentals or CHF 1.20 for each kilometer when using a private car
 - » travel hours will be billed with 1/12 of the respective daily rate.
8. Consulting Services of Finates do not include services related to legal, insurance and tax matters as well as the delivery of software products. Involving of or subcontracting to group companies of Finates GmbH as well as external subject matter experts is agreed.
 9. The performance of Consulting Services by Finates is subject to Swiss laws and place of jurisdiction is Zurich.