1. General

1.1 The General Terms and Conditions (hereinafter "GTC") form an integral part of all contracts on the delivery of goods or the provision of services between the supplier of goods or the service provider, respectively (hereinafter "Contractor") and Antais SA (hereinafter "Principal"). They shall apply to the entire contract and any further terms have been agreed upon and stipulated in an individual written agreement between Contractor and Principal. As far as in the following GTC the term "Order" is used, this shall include all orders, call-offs of goods as well as assignments of services.

Any terms of business of the Contractor are only valid if and to the extent a written approval of the Principal is received by the Contractor expressly confirming the Principal's acceptance of the Contractor's terms of business. Any reference to the Principal's terms of business, if the Contractor refers to a document containing or referring to the Contractor's terms of business shall not constitute the Principal's acceptance of the applicability of such terms of business, notwithstanding if requested by the Principal.

1.2 These GTC shall remain valid and shall prevail over any terms of business of the Contractor even if the Principal should accept any goods / services in the knowledge that the Contractor has purported to deliver the goods / services on business terms different from the GTC. This shall apply notably if the Contractor's terms of business conflict with these GTC.

1.3 Principal is entitled to adjust its GTC after their adoption, if such adjustments are necessary due to changes in the applicable laws and regulations or due to comparable reasonable changes in general. These adjustments are possible as long as the Contractor is not impaired by such adjustment. Adjustments shall be communicated by Principal with four (4) weeks prior written notice and shall only come into force if Contractor has not declined such adjustment within four (4) weeks from receipt in written form.

1.4 To the extent of any inconsistency between these GTC and any other written contract between the parties, the terms and conditions of such other contract shall prevail. For the purpose of this section, only written agreements, signed by both parties shall mean "other contract".

1.5 Bids and price quotes shall not be renounced and shall not create any obligations on the part of the Principal. Bids, quotes and comparable offers by Contractor shall require a written acceptance of Principal to be binding upon the parties.

1.6 Exceptions from GTC. Invoices from Contractor through any website or other e-commerce process, Contractor warrants that it has secured all sites and access points according to the current standards.

2. Obligations to provide assistance and materials and independence

2.1 The Contractor shall act exclusively in the interest of the Principal to provide assistance and materials. Apart from the obligations to provide assistance and materials, explicitly stipulated in individual Orders, the Contractor can only request further provision of assistance or materials from the Principal if (i) these are necessary for the proper provision of the contractual service, (ii) these are necessarily provided by the Principal and (iii) any additional costs and expenses – including the compensation for own assistance or materials – arising on the side of the Principal are borne by the Contractor. The Principal can satisfy the obligations to provide assistance and materials, for which it is responsible, itself or by third parties.

The Contractor shall inform in due time about the type, scope, start time and other details of the assistance and the materials, which are to be provided by the Contractor, unless the respective details are explicitly named in the particular Order.

In any case the Contractor is entitled to a non-furnishing of an obligation to provide assistance or materials by the Principal if it has set the Principal a reasonable final deadline in writing and informed it about the legal and actual consequences of the non-furnishment.

2.2 The Contractor will only act as an independent service provider to the extent a written contract between Principal and Contractor or term of reference contains a corresponding provision. In any case the Contractor shall be responsible for the correctness and accuracy of the order information.

3. Delivery, date of delivery of goods or services

3.1 The Contractor shall deliver the goods / services at the agreed place of delivery or the date of provision of services, respectively. In case of the delivery of goods such compliance requires taking delivery at the place of receipt in written form. The date of sending such notice to the Contractor shall determine whether or not such notice has been validly received and the Contractor hereby waives its right to object to any delivery in the time of its delivery of goods / services.

3.2 In the event of any defects, the Principal has the right to demand rectification of such defects according to all applicable laws. The mode of rectification shall be at the Principal's discretion. For the purposes of the rectification, the goods and / or services shall be made available to the Contractor either at the place of Delivery or at the location where the goods were located when defects were identified according to the Principal's instructions. The Contractor shall bear the cost of rectification and must execute rectification in all respects in accordance with the Principal's instructions and requirements. If Principal decides to destroy or dispose defective goods or parts thereof, Contractor is obliged to reimburse Principal the incurred costs thereof.

3.3 If (i) rectification has not been effected within a reasonable period, (ii) an attempt of rectification has failed, (iii) the Contractor seriously and unequivocally refuse to provide rectification, (iv) rectification may not be further postponed due to other reasons, or (v) it is not necessary by applicable law to request rectification, the Principal shall be entitled to claim all legal rights which are set forth for the event of (uncured / not rectified) non-performance or insufficient performance of the Contractor. This especially includes the right to remove the defects itself at the cost and liability of the Contractor, or allow this work to be undertaken by third parties. The Principal is in the case entitled to demand compensation from the Contractor for the required measures. Any additional rights of the Principal concerning the Contractor's liability for defects or under any guarantee shall remain unaffected.

3.4 Claims under warranty shall become time-barred twenty-four (24) months after the passing of risk unless a longer expiration period is prescribed by law.

3.5 The Principal shall not be deemed to have waived any of its rights to make claims under warranty in the absence of an express written waiver.  

9. Travel costs and travel time

9.1 The Contractor is entitled to charge the Principal for all travel to / from anywhere other than the individual location (project or venue) mentioned in the Order requires the prior written consent of the Principal if the Contractor wants the corresponding costs reimbursable. The Contractor shall select the most economical solution for travel considering time and costs and provide evidence of this upon request. The Contractor shall only prepare any claims for travel expenses if and when instructed in accordance with the payment of invoice balances.

9.2 Reimburable travel expenses are based on economy class for public transport and 0.71 CHF/km for car mileage, 3* hotels and max. 50 CHF per meal and per person, if not set forth differently in the Order.

9.3 The above travel expenses provided in clause 9.2 shall not apply if Principal and Contractor have made different arrangements in writing (e.g. travel expenses included in the hourly rate).

9.4 Due times to a specific place of activity is not reimbursed separately as working time.

10. Infringing property rights

It is the Contractor's responsibility to ensure that the delivery of goods and / or provision of services and the use thereof by the Principal will not infringe any patent laws, copyright or any other rights, or any other property right.
other proprietary rights of third parties. Notwithstanding any legal claims, the Contractor shall indemnify the Principal from any third party claims for which the Principal may be held liable as a result of the infringement of any of the aforementioned property rights.

11. Insurance
The Contractor shall maintain sufficient liability insurance at its own expense for all possible damages it or its subcontractors or agents are responsible and thus liable. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to the Principal upon request in writing.

12. Invoicing and payment
12.1 Invoices paid at fixed prices are net of any applicable value-added tax and any other statutory duties and taxes. Invoices are to be issued for deliveries made and services provided. These invoices shall contain the relevant currency, invoicing requirements, as well as the national value-added tax legislations to which the deliveries / services being invoiced are subject.

12.2 Contractor shall send all invoices either:
(i) by e-mail to [email protected] and [email protected] in pdf format (hereinafter referred to as “E-Invoice”); only contractor shall create only one separate pdf formatted e-mail attachment invoice;
(ii) or by post mail to Antics SA – Accounting department – Chemin d’Etraz 2 – 1027 Lausanne – Switzerland.

12.3 For deliveries each invoice and all shipping document must indicate the contact person of Contractor and Principal, the purchase order number of Principal, type and quantity of the delivery. Furthermore Contractor shall attach a supplier’s declaration and a certificate of origin (EU Suppliers) or a movement certificate EUR-1 and a certificate of origin (ROW-Suppliers). If applicable, Certificates of work completed and any other records are to be submitted with the invoice for services.

12.4 The application of a daily rate always assumes the Contractor’s employee will work a minimum of eight (8) hours. Any overtime is included in the daily rate.

12.5 Unless agreed otherwise the invoice shall be made sixty (60) calendar days upon receipt of an invoice, which meets the stated requirements.

12.6 All payments to Contractor shall be made via bank transfer to a prior assigned and agreed bank account which is held in the name of Contractor in Switzerland (hereinafter “Bank Accounts”). Cash payments will not be made under any circumstances. Payments made to bank accounts in countries other than the country of registration of Contractor or to payment intermediaries will not be recognised. The specific bank account or the payment intermediary are not agreed and verified by Principal prior to the payment.

12.7 Payment by the Principal shall not be an indication of acceptance of conditions or prices, and shall not constitute a waiver of the Principal with regard to deliveries made / services provided that differ from those agreed upon, (ii) of the Principal’s rights to inspection, and (iii) of the Principal’s right to find fault with an invoice due to other reasons.

13. Assignment of contract, transfer, change of company name, offsetting and retention
13.1 The Principal may assign the rights and obligations to the Principal by third parties only with the prior written consent of the Principal. In case of services to be provided by a certain individual employee of the Contractor the Contractor requires the prior written approval of the Principal before assigning it to another employee.

13.2 The Contractor is required to notify the Principal forthwith in writing of any assignment of its duties by virtue of law and of any change of its trade name.

13.3 The Principal may assign its rights and obligations hereunder to any affiliated company at any time without the Contractor’s prior agreement.

13.4 The Contractor is only permitted to offset claims that are undisputed or substantiated by court judgment. The Contractor is only entitled to a right of retention of the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.

14. Termination and rescission
14.1 Any agreement between the Principal and the Contractor may be terminated without notice for good cause. Grounds for good cause shall, in particular but not limited, include: (i) a serious breach of duty by the Contractor which is not remedied within a reasonable period of time set forth by the Principal after the written complaint is received; (ii) a consideration deterioration of a personal situation which threatens to impact such party’s ability to perform its obligations and / or to discharge of its tax and / or social liabilities; or (iii) the purchase or use of the goods or the services is or will be either entirely or partly impermissible due to legal or official regulations.

14.2 If the Contractor has acquired from the Principal any documents, records, plans or drawings within the scope of or for the purposes of fulfilling its duties the Contractor must forthwith hand them over to the Principal in the event of termination by the Principal. These requirements apply likewise in the event of rescission.

14.3 In the event of termination of the Order by the Principal, the Contractor must, at its own expense and regardless of the grounds for termination, forthwith dismantle and remove its plant, tools and equipment. Any waste or debris produced by the Contractor’s work must be promptly removed and disposed of appropriately by the Contractor at its own expense.

15. Documents, confidentiality, rights of use and data protection
15.1 The Contractor must submit to the Principal the agreed quantity of any plans, calculations or other proprietary rights in order not to exceed the contractual deadline for execution.

15.2 The review of any documents by the Principal shall not relieve the Contractor of any of its responsibilities under the Order.

15.3 Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Principal (hereinafter “Principal Documentation”) shall remain the sole property of the Principal and must be returned to the Principal forthwith upon its request at any point in time. The Contractor shall have no rights to retain any Principal Documentation and is not entitled to make any reproductions or digital copies of these.

15.4 The Contractor is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the contract, in particular the information given in Principal documentation (hereinafter “Confidential Information”). The Contractor shall not expect or use for purposes, make available to third parties, disclose, use, reproduce, copy, distribute, change or make any modifications of, Confidential Information or any part thereof. In case the Contractor is informed of a breach of the confidentiality obligation by a third party, the Contractor shall take all necessary steps in order to prevent the further use of the Confidential Information. The Contractor is also required to notify the Principal in writing in the event that Confidential Information is lost and / or accessed by unauthorized parties.

15.5 The Contractor shall grant to the Principal the royalty-free, perpetual, freely transferable, revocable and sublicense-free right unrestricted in terms of geography, quantity and time, to use all Work Results, including all studies, training materials, concepts, operations and system descriptions, data files, software, graphics, calculations and other documents related hereto in all known media formats including electronic media, internet and online media saved to all imaging, audio and data storage devices created under the Order (hereinafter “Work Results”). The Contractor shall grant the Principal the right of use for Work Results of the aforementioned scope including for all types of use whatsoever whether or not known at the time of the agreement between the parties.

15.6 For work results, which have been prepared either by the Contractor itself or by third parties for the exclusive use of the Principal (hereinafter “Individual Work Results”), the Contractor shall grant to the Principal the rights set forth in Section 15.5 on an exclusive basis.

15.7 For the methods, tools and other programs that the Contractor customarily uses (hereinafter “Standard Material”) and which are integrated into the Work Results or Individual Work Results, the Contractor shall grant to the Principal a non-exclusive right of use to the extent described in Section 15.5.

15.8 The Contractor is obliged to adhere to the current applicable laws and regulations regarding data protection, specifically to the European General Data Protection Regulation (hereinafter “GDPR”) upon May 25, 2018, insofar Articles 2 and 3 GDPR are applicable to the Order. Transfers of personal data from Principal to Contractor have to be ruled according to Article 26 GDPR for joined controllership or according to Article 28 GDPR in case of commissioned processing of personal data.

16. Compliance
16.1 The Contractor agrees it shall, at all times:
- conduct its business consistent with fair competition and in compliance with all applicable competition laws and will not take unfair advantage of anyone by misrepresenting material facts, manipulation, concealment, abuse of privileged information, fraud, or other unfair business practice;
- will not offer, give or receive bribes, facilitating payments (undocumented or unofficial payment to ensure or speed up the proper performance of government official’s routine duties) or improper payments, either directly or indirectly, in cash or in kind;
- comply with international trade control laws to ensure that certain countries, entities or persons, in particular those associated with terrorist activities, do not receive specific goods, services or any financial contributions;
- will not use any form of forced, compulsory, or child labor, and maintain a work environment in which all feel welcome and free of harassment, discrimination, or other improper conduct; and
- conduct its business in compliance with all applicable laws and in accordance with the Principal’s third party code of conduct.

16.2 Contractor will indemnify and hold Principal harmless from all claims and damages arising from or in connection with any of the infringement of such illegal acts.

17. Miscellaneous
17.1 The Contractor may only refer to or publicly disclose otherwise its business relationship with the Principal with the prior written consent of the Principal.

17.2 The inability or unenforceability of any provision or part of a provision hereof shall not affect the validity of the entire Order.

17.3 In case of invalidity of a provision or a gap, the parties under take to reach agreement concerning a provision which comes as close as possible to the original intent or purpose of the invalid provision, but takes into account those aspects that made it invalid in the first place.

17.4 Notices between the parties shall be hand delivered or sent by pre-paid registered post the addresses stated in the delivery documents. No notice shall be taken to have been delivered until actually received by the receiving party.

17.5 Unless agreed otherwise the GTC shall be construed subject to the substantive laws of Switzerland with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (hereinafter “CISG”) and the Swiss law rules on the conflict-of-laws.

17.6 As far as legally permissible the place of jurisdiction shall be the competent courts in Geneva, Switzerland.