

General Terms and Conditions (GTC)

for WisePath Solutions GmbH

1. Scope of Application

These General Terms and Conditions (“GTC”) govern all services provided by WisePath Solutions GmbH, Zürichstrasse 30, 8180 Bülach, Switzerland, represented by Philip Adrian Scarfe (hereinafter referred to as the “Company”. These GTC apply to all business relationships and to business clients (B2B) for all professional services provided to clients, including individuals engaging the Company for professional or business-related purposes in Switzerland and internationally.

These GTC apply to all offers, proposals, mandates, framework agreements, and individual engagements, unless otherwise agreed in writing. In the event of any conflict between these GTC and an individually negotiated agreement or proposal, the latter shall prevail.

By accepting a quotation, signing an agreement, or engaging the Company’s services, the client agrees to these GTC.

2. Services

The Company provides professional consulting, advisory, and support services in the areas of global supply chain management, product management, project and program leadership, capability building, learning and development coaching, business transformation, and organizational development. Services are delivered internationally and are based on a human centric, collaborative, and professional approach.

Services may include, without limitation:

- global supply chain and operations consulting
- S&OP to IBP transformational change management
- product management and product/portfolio lifecycle management
- project management and PMO leadership
- learning and development coaching, including capability building, coaching, workshops, and guided storytelling
- strategic advisory applied across the above service areas
- assessments, analyses, frameworks, and tailored deliverables
- ongoing advisory retainers, implementation support, and interim management
- professional operational assistance related to the above service areas

The exact scope, deliverables, timelines, and responsibilities shall be defined in the respective proposal, offer, or engagement agreement.

3. Formation of Contract

A binding agreement is concluded upon:

- the client’s acceptance of a quotation issued by the Company; or

- written or verbal confirmation of an engagement.

Unless otherwise stated, quotations are non-binding and subject to change.

4. Prices and Payment Terms

All prices are quoted exclusive of VAT (MWST). Applicable Swiss VAT or other legally required taxes shall be charged additionally where required by law. Prices are stated in Swiss francs (CHF) unless another currency is specified in the proposal or engagement agreement.

Payments shall be made via bank transfer or other payment methods accepted by the Company, as specified in the respective invoice or engagement agreement. The Company may offer additional payment options such as Wise, Revolut, Stripe, or credit card payments at its discretion.

Unless otherwise agreed in the proposal or engagement agreement, invoices are payable within fourteen (14) days from the invoice date. The Company may require an upfront deposit or advance payment as specified in the proposal or engagement agreement.

For project-based engagements, invoicing may be issued on a milestone, phase, or monthly basis as defined in the proposal or engagement agreement. For retainer-based engagements, fees shall be invoiced in advance at the agreed intervals.

Reasonable travel and out-of-pocket expenses incurred in connection with the services shall be reimbursed by the Client, unless otherwise agreed.

In case of late payment, the Company may charge default interest at the statutory rate, plus an administrative fee for reminders. The Company reserves the right to suspend services or withhold deliverables until outstanding payments are settled.

5. Client Cooperation and Performance of Services

The Company shall perform the services with due care and in accordance with the timelines, milestones, and scope defined in the proposal or engagement agreement. Any stated timelines are estimates and depend on the Client fulfilling its cooperation duties in a timely manner.

The Client shall provide the Company with all necessary information, documentation, access, decisions, and approvals required for the proper performance of the services. The Client shall ensure that its personnel, systems, and resources relevant to the engagement are available as reasonably required.

Delays, additional work, or increased costs resulting from incomplete, inaccurate, or late information, from delayed decisions, or from other failures of cooperation by the Client shall not be the responsibility of the Company. In such cases, the Company may adjust timelines, fees, and deliverables accordingly.

The Company shall inform the Client of any foreseeable delays in the performance of the services as soon as reasonably practicable.

6. Confidentiality

Both parties shall treat all information, documents, data, and materials received in connection with the engagement as confidential and shall use such information solely for the purpose of performing the agreed services. Confidential information shall not be disclosed to third parties without the prior written consent of the other party, unless required by law or regulatory authority.

The confidentiality obligation applies to all non-public business, technical, financial, strategic, or personal information disclosed by either party, whether in written, electronic, or verbal form.

The Company may engage subcontractors or third-party service providers for the performance of the services, provided that such parties are bound by confidentiality obligations no less stringent than those set out in this clause.

These confidentiality obligations shall remain in force for a period of five (5) years after the termination or completion of the engagement, unless mandatory law requires a longer period.

The Company processes personal data in accordance with applicable data protection laws. Further details are provided in the Company's Privacy Policy. Where required by applicable data protection laws, the parties shall enter into a separate data processing agreement.

7. Cancellation and Termination

Either party may terminate the engagement for convenience by providing written notice in accordance with the notice period specified in the proposal or engagement agreement. Termination does not release the Client from the obligation to pay for all services performed, work in progress, or commitments made up to the effective date of termination.

The Company may terminate the engagement with immediate effect if the Client fails to meet its payment obligations, does not fulfil its cooperation duties, or otherwise breaches material contractual obligations.

Scheduled sessions, workshops, coaching appointments, or other time specific engagements may be cancelled free of charge up to forty-eight (48) hours before the agreed appointment time. For cancellations made less than forty-eight (48) hours in advance, or in the event of nonattendance, the Company reserves the right to charge the agreed fee in full.

Deposits, retainers, and advance payments are nonrefundable unless expressly agreed otherwise. For project-based engagements, the Client shall compensate the Company for all work performed, allocated time, and unavoidable costs incurred up to the effective date of cancellation.

8. Right of Withdrawal

The services of the Company are provided exclusively to business clients (B2B). Accordingly, no statutory right of withdrawal or revocation applies. Any contractual right of withdrawal is excluded unless expressly agreed otherwise in writing.

A withdrawal from the engagement is only possible upon mutual written agreement. In such cases, the Client remains obligated to compensate the Company for all services performed, work in progress, allocated time, and unavoidable costs incurred up to the effective date of withdrawal.

9. Force Majeure

Neither party shall be liable for delays or failures in the performance of contractual obligations caused by events beyond its reasonable control, including but not limited to natural disasters, acts of war, civil unrest, governmental actions, widespread outages, or other unforeseeable circumstances that materially impede performance, including serious illness or death of the service provider.

In the event of force majeure, the affected party shall notify the other party as soon as reasonably practicable. The performance of the affected obligations shall be suspended for the duration of the force majeure event.

If the force majeure event continues for more than ninety (90) days, either party may terminate the agreement in writing. In such cases, the Client shall remain obligated to compensate the Company for all services performed, work in progress, and unavoidable costs incurred up to the effective date of termination.

10. Warranty and Standard of Care

The Company shall perform its services with due care, professionalism, and in accordance with generally accepted consulting practices. The Company does not warrant or guarantee the achievement of any specific business, financial, operational, or strategic outcomes.

The Client acknowledges that the quality and accuracy of the services and deliverables depend on the completeness and correctness of the information provided by the Client. The Company shall not be liable for deficiencies resulting from inaccurate, incomplete, or delayed information or cooperation.

If the Client identifies a material defect in the services or deliverables, the Company shall be given a reasonable opportunity to remedy such defect. Any further warranty rights are excluded to the extent permitted by law.

11. Limitation of Liability

The Company's liability for direct damages arising from the performance of its services shall be limited to the total amount of fees paid by the Client for the specific engagement giving rise to the claim.

To the maximum extent permitted by law, the Company excludes all liability for indirect, consequential, incidental, or special damages, including but not limited to loss of profit, loss of data, loss of business opportunities, business interruption, reputational harm, or third-party claims.

The Company shall not be liable for decisions made by the Client based on the services or deliverables, nor for outcomes resulting from the implementation, interpretation, or use of such services or deliverables. The Company shall not be liable for damages arising from incomplete, inaccurate, or delayed information provided by the Client.

Liability for auxiliary persons, subcontractors, and third-party service providers is excluded to the extent permitted by applicable law. Any liability pursuant to Art. 101 Swiss Code of Obligations is excluded to the extent permitted by law.

Nothing in these GTC excludes or limits liability where such exclusion or limitation is prohibited under mandatory Swiss law, including liability arising from gross negligence or unlawful intent.

12. Intellectual Property

All intellectual property rights relating to concepts, methodologies, frameworks, tools, templates, documents, materials, and deliverables created or used by the Company in the performance of the services shall remain the exclusive property of the Company, unless expressly agreed otherwise in writing.

The Client is granted a nonexclusive, nontransferable, and non sublicensable right to use the deliverables provided by the Company solely for its internal business purposes and solely for the scope of the engagement. Any further use, reproduction, modification, distribution, disclosure to third parties, or commercial exploitation of such materials is prohibited without the prior written consent of the Company.

The Company retains the unrestricted right to use its know-how, experience, methodologies, and any general knowledge acquired during the engagement for the benefit of other clients and future projects, provided that no confidential information of the Client is disclosed.

Where deliverables incorporate third party content or tools, the Client's rights of use shall be subject to the applicable third-party license terms.

13. Data Protection

The Company processes personal data in accordance with applicable data protection laws, including the Swiss Federal Act on Data Protection (revDSG) and, where applicable, the EU General Data Protection Regulation (GDPR). Personal data is processed solely for the purpose of performing the agreed services, managing the client relationship, and fulfilling legal obligations.

The Company may engage third party service providers for data processing, provided that such parties are bound by appropriate contractual safeguards ensuring a level of data protection equivalent to that required by applicable law.

Further details regarding the types of personal data processed, the purposes of processing, data retention, data subject rights, and cross border data transfers are set out in the Company's Privacy Policy, available at www.wisepathsolutions.ch

The Client is responsible for ensuring that any personal data it provides to the Company has been collected and transferred in compliance with applicable data protection laws.

14. Amendments to the GTC

The Company reserves the right to amend these GTC at any time. Material changes shall be communicated to the Client in writing or by email. Unless otherwise stated, amendments shall take effect upon publication on the Company's website.

For ongoing engagements, the version of the GTC in effect at the time of contract conclusion shall apply, unless the parties agree in writing to apply a later version. Nonmaterial or administrative updates that do not affect the rights or obligations of the parties may be implemented without prior notice.

15. Severability

If any provision of these GTC is held to be invalid, unlawful, or unenforceable, in whole or in part, the remaining provisions shall remain fully valid and enforceable. Any invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the original commercial intent of the parties.

The same applies in cases where these GTC contain an omission. In such cases, a provision shall be deemed agreed that reflects what the parties would have reasonably intended had they considered the matter at the time of contract conclusion.

16. Governing Law and Jurisdiction

These GTC and any contractual or non contractual claims arising out of or in connection with the engagement shall be governed exclusively by the substantive laws of Switzerland, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes arising from or in connection with the engagement shall be Bülach, Canton of Zurich, Switzerland, unless mandatory statutory provisions require a different forum.

17. Contact Information

WisePath Solutions GmbH
UID: CHE-324.465.911
Zürichstrasse 30
8180 Bülach
Switzerland
Email: adrian@wisepathsolutions.ch
Website: www.wisepathsolutions.ch

Unless otherwise agreed, all notices, communications, and legal correspondence relating to these GTC or the engagement shall be addressed to the Company using the contact details above.