

# General Terms & Conditions (GTCs)

VebeGO AG, version 1 April 2016



## 1 Introduction

- 1.1 The General Terms & Conditions (GTCs) govern the reciprocal rights and duties of VebeGO AG (hereinafter 'VebeGO' or 'service provider') and the client.
- 1.2 Provisions that differ from these GTCs take precedence if they are agreed by the parties in writing.
- 1.3 The client's general terms and conditions do not apply.

## 2 Service provision

- 2.1 VebeGO agrees to undertake performance of the services agreed in the contract.
- 2.2 VebeGO will select a property manager and provide the client with their name. The client will designate a person to function as a direct contact.
- 2.3 The contracted services are to be performed during the times that have been defined and agreed with the client. The service provider's staff must be guaranteed access to the premises during the agreed times. Any delays due to closed access will be charged at an hourly rate.
- 2.4 If systems, equipment, machinery, furnishings or other components are found to have malfunctions or flaws in terms of their serviceability or safety, steps to correct these problems are to be initiated without delay. If a malfunction or flaw has a significant negative impact on the use or safety of the building (such as a defective fire protection appliance, a defective locking system, widespread damage to window glass, failure of a heating system, etc.) VebeGO is entitled to suspend services until the malfunction or flaw has been corrected by the client. This does not result in a reduction of the monthly fee. VebeGO is entitled to claim appropriate compensation for additional work or costs that arise.
- 2.5 No work will be performed on public holidays. This is included in the costing and does not result in a reduction of the monthly fee.
- 2.6 If service provision includes entering into and concluding legal transactions for the client (such as maintenance agreements), the client grants VebeGO the authority to perform these through signature of the contract. The client will issue a certificate of authority for VebeGO at its request.
- 2.7 VebeGO can call in or assign third parties to provide services at any time.

## 3 Infrastructure, equipment, material for service provision

- 3.1 VebeGO will provide the machinery, equipment, tools and cleaning agents needed for provision of the service. These costs are usually included in the flat fee.
- 3.2 Cleaning agents and any other agents will be selected and used according to the principle of minimal environmental impact.
- 3.3 Supplies needed to perform the services, such as toilet paper, hand soap, paper towels, plastic bags, rubbish bags, lighting materials, filter material, fan belts, etc., will be provided by the client at no charge, or delivered by VebeGO and billed in addition.
- 3.4 The client will provide the water needed to perform the work, electricity and lit, ventilated and heated areas needed for organisation and storage at no charge.
- 3.5 VebeGO personnel are permitted to use the client's cloakrooms at no charge.
- 3.6 The client will furnish VebeGO with keys and/or badges in return for a receipt, and free of charge.

## 4 Use of information tools; confidentiality

- 4.1 VebeGO may use information tools to optimise its workflows and services. The client recognises this and agrees that VebeGO may collect information about the property for that purpose, and store and use this information in its IT system. Subject to mandatory statutory provisions, the client has no claim to restitution of such property information. In no case does the client have any right to the release or own use of VebeGO's information tools or to the restitution of property information in electronic form.
- 4.2 VebeGO expressly assures that (i) it uses property information exclusively for internal optimisation of its services, and (ii) it treats this information in strict confidence and does not make it available to third parties.
- 4.3 Furthermore, VebeGO agrees to store all client documents and data in its possession, or which enter its possession, carefully and confidentially for the entire duration of the contract and to return them in their entirety after termination of the contract.
- 4.4 The above duties relating to confidentiality and data protection continue to apply without restriction after the contract ends.

## 5 Personnel

- 5.1 As a general rule, the service provider owes a service, not an individual. If personnel-related problems arise during performance of services, a change in personnel can be reviewed and, if necessary, implemented, subject to a notice period of four months.
- 5.2 VebeGO agrees to pursue a social personnel policy in line with industry norms and in compliance with collective employment agreements, and to fully compensate social insurance providers and authorities for all social costs. The service provider confirms that equal treatment of men and women is guaranteed in the company, according to the Gender Equality Act.
- 5.3 Deployed personnel have the required work permits and are sufficiently qualified and trained to do the work assigned to them. Deployed personnel represent the client's interests both internally and to third parties, and provide services reliably, punctually and with a focus on the customer.
- 5.4 VebeGO personnel are prohibited from bringing children, other family members or persons not employed by VebeGO on to the client's premises. Staff members are not permitted to drink alcohol or smoke during work. Use of company equipment, such as telephones, copy machines, fax machines, water coolers, etc., is also prohibited.
- 5.5 VebeGO and its staff are obliged to maintain silence on all matters that they become aware of at the client's premises. Staff are prohibited from inspection of any files or any actions that may compromise or lead to violation of official, business or commercial secrets.
- 5.6 The client and VebeGO agree not to poach each other's personnel for the duration of the contract.
- 5.7 The client agrees to use personal information of VebeGO personnel that has been provided to satisfy security regulations exclusively for this purpose and not to pass this information on to third parties without authorisation.

## 6 Order fulfilment / Acceptance of services

- 6.1 Services are considered to have been performed in compliance with the contract and accepted if the client does not lodge a reasonable complaint in writing immediately, or at least by 6 pm the following day.
- 6.2 Reasonable flaws will be corrected as quickly as possible, and normally within 24 hours. Further warranty claims are excluded to the extent permitted by law.

## 7 Quality / Environment / Work safety

- 7.1 VebeGO is certified by an SQS management system as meeting ISO 9001 (Quality), ISO 14001 (Environment) and OHSAS 18001 (Occupational Health & Safety) standards.
- 7.2 General joint quality control is conducted periodically in coordination with the client. Quality records are prepared for all checks and signed by both parties. Corrective measures are implemented without delay if any general quality flaws are identified.

## 8 Remuneration and conditions of payment

- 8.1 If a fixed price is agreed, it is based on the foundations known at the time it is concluded, on the condition that the prerequisites agreed at that time are still met when the contract is fulfilled. If these foundations and prerequisites change significantly during performance of the service and VebeGO was not able to foresee this, VebeGO may adjust the fixed price unilaterally.
- 8.2 Unless otherwise agreed in writing, prices can be adjusted to the rate of inflation, according to the national consumer price index, at 1 January each year from conclusion of the agreement.
- 8.3 Services that fall under the generally applicable collective employment contract (GAV) for the cleaning industry, or which are governed by other statutory minimum wages or stipulations, are based 80% on current wage costs and ancillary wages and 20% on other operating and materials costs.
- 8.4 If these costs change after the end of the first year of the contract, VebeGO is entitled to adjust its prices from 1 January of each year, according to the following key:
  - a) Percentage increase in wage costs and ancillary wages according to the generally applicable collective employment contract (GAV), and in statutory social benefits for the coming year x 0.8.

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b) Percentage change in national consumer price index between September of the current year and September of the previous year.

#### **Example**

Increase in wage-related costs	$2.5\% \times 0.8 = 2.0\%$
Increase in national index	0.4%
Total price adjustment	2.4%

- 8.5 Price increases enter into force no earlier than four weeks after the client has received written notification of the changes.
- 8.6 If any additional work is performed on an hourly basis (with no advance planning or cost estimate), the hourly rate and VebeGO's additional fees apply in accordance with the contract. Costs of deployment for snow clearing and on-call duty will also be passed on, based on actual time worked, the hourly rate and additional fees.
- 8.7 All VebeGO's additional services costs will be passed on to the client insofar as these are not part of the existing general scope of service.
- 8.8 Invoices are issued each month at the beginning of the calendar month. Invoices are payable in full within 30 days of the invoice date.
- 8.9 The service provider charges a fee of CHF 30 for reminders.
- 8.10 Statutory value-added tax is not included in any prices. It is listed and calculated separately.

#### **9 Liability**

- 9.1 An insurance policy with coverage of CHF 15 million per loss event has been concluded for all physical injury or damage to property caused through performance of the agreed services.
- 9.2 VebeGO is liable exclusively within the framework of the liability insurance policy that has been concluded for losses caused by its staff in the performance of their work.
- 9.3 All liability is expressly excluded for losses not covered by the policy or which exceeds the coverage amount, as well as for financial losses.
- 9.4 This exclusion of liability does not apply to unlawful intent or gross negligence on the part of VebeGO, but does apply to unlawful intent or gross negligence on the part of VebeGO's auxiliary personnel.
- 9.5 If keys entrusted to VebeGO are lost, VebeGO is liable for the cost of replacement. Further liability is excluded.
- 9.6 VebeGO must be notified of damage claims in writing without delay, and no later than 14 days after occurrence of the loss event.

#### **10 Contract adjustments**

- 10.1 Contractual adjustments or supplements must be made in writing to be valid. The same applies for breach of this requirement of the written form. For the purpose of these GTCs, 'in writing' means 'a record of information (including information transmitted by telecommunication) in tangible form or other form' that can be reproduced in tangible form at a later time.
- 10.2 A minimum adjustment period of four months applies to contractual adjustments unless agreed otherwise by mutual consent.

#### **11 Duration of contract, notice period**

- 11.1 Unless agreed otherwise, service contracts are concluded for an indefinite period of time. The contract can be terminated at the end of the calendar month subject to a notice period of four months, but no earlier than at the end of the calendar month that follows a duration of 12 months.
- 11.2 After a collaboration concludes, all client keys, equipment, materials and documents must be returned to the client.

#### **12 Forum and applicable law**

The forum for both contracting parties is the statutory headquarters of VebeGO AG, Kanalstrasse 6, 8953 Dietikon. Unless the contract specifies otherwise, the provisions of the Swiss Code of Obligations apply between the parties.

VebeGO AG