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General Terms and Conditions (GTC)

Version 1.0, dated 24 September 2026

This is a translation. In the event of any discrepancy, the German version shall prevail.

1. Scope and Conclusion of Contract

- 1.1** These General Terms and Conditions (GTC) apply to all consulting, project and training services provided by Hosang Consulting GmbH, Chur ("Hosang Consulting"), to its clients ("Client").
- 1.2** The version referred to in the offer or contract is authoritative. The current version is available at hosang-consulting.com/agb; earlier versions are archived.
- 1.3** A contract is concluded when the offer is accepted in writing or an engagement ("Engagement") is signed. Email satisfies the requirement of written form.
- 1.4** In the event of any conflict, the Engagement takes precedence over these GTC. The Client's own terms and conditions apply only if Hosang Consulting expressly agrees to them in writing.

2. Services, Client Cooperation, Involvement of Third Parties

- 2.1** The scope, objectives, deliverables and deadlines of the services are set out in the Engagement. Hosang Consulting provides the services with due care and in accordance with recognised consulting and project management methods. Hosang Consulting owes careful performance of the services, not a specific economic result.
- 2.2** The Client shall provide, in good time and in full, the information, documents, access and contact persons required to perform the services. Delays resulting from missing or late cooperation postpone deadlines accordingly; any additional effort arising from this is charged on a time and material basis.
- 2.3** Hosang Consulting may involve qualified partners in performing the services. Hosang Consulting remains responsible to the Client for their services.
- 2.4** Hosang Consulting acts independently and is not integrated into the Client's organisation. No employment relationship is created.

3. Fees, Expenses, Payment

- 3.1** Fees are based on the Engagement (fixed price or time and material). Unless otherwise agreed, services are charged on a time and material basis at the hourly or daily rates stated in the offer, in 15-minute increments. One day corresponds to 8 hours.
- 3.2** Services beyond the agreed scope are charged on a time and material basis, provided they were requested by the Client or agreed in advance.
- 3.3** Travel time and expenses are charged as set out in the offer. Where no provision is made, the following apply: first-class rail or CHF 0.80 per km by car; accommodation at customary business standard. Third-party costs are passed on at actual cost.
- 3.4** All prices are in Swiss francs, plus statutory value added tax.

- 3.5** Invoices are payable net within 30 days. Default interest of 5% per annum is charged only from the 60th day after the invoice date. In the event of late payment, Hosang Consulting may suspend further services until payment is made.
- 3.6** Engagements lasting several months are invoiced monthly unless otherwise agreed.

4. Acceptance, Rights of Use, Liability

- 4.1** Where specific deliverables (e.g. concepts, reports, presentations) are agreed in the Engagement, the Client shall review them upon receipt. Complaints must be submitted in writing, with reasons, within 10 working days. Hosang Consulting shall remedy justified defects within a reasonable period. If no complaint is made within this period, the deliverable is deemed accepted.
- 4.2** Upon full payment, the Client receives a non-exclusive, perpetual right to use, modify and share internally the deliverables for its own purposes. Methods, templates, tools and general know-how of Hosang Consulting remain with Hosang Consulting and may continue to be used by it.
- 4.3** Hosang Consulting is liable for damage caused intentionally or through gross negligence. To the extent permitted by law, liability for slight negligence is excluded.
- 4.4** To the extent permitted by law, liability is limited to the fees of the Engagement concerned. Liability for indirect and consequential damage, in particular loss of profit, loss of data and loss of production, is excluded.
- 4.5** The implementation of recommendations and the resulting decisions are the responsibility of the Client.

5. Confidentiality, Data Protection, References

- 5.1** Both parties shall treat all non-public information of the other party as confidential. This obligation applies for the duration of the Engagement and for five years thereafter.
- 5.2** Information is not confidential if it is already known or publicly available, or must be disclosed due to a legal or regulatory obligation.
- 5.3** Hosang Consulting processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP). Details are set out in the privacy policy at hosang-consulting.com/datenschutz.
- 5.4** When using software and AI tools, Hosang Consulting passes on confidential client data only if this has been agreed with the Client or the data has been sufficiently anonymised.
- 5.5** Hosang Consulting may name the Client as a reference (name, logo, project description) only with the Client's prior consent.

6. Term, Termination, Final Provisions

- 6.1** The Engagement ends upon performance of the agreed services or after the term specified in the Engagement.
- 6.2** Either party may terminate an Engagement in writing with 30 days' notice. Termination without notice is possible for good cause, in particular in the event of a serious breach of contract or insolvency.
- 6.3** Upon termination, the services performed and costs incurred up to that date shall be paid. Claims for termination at an inopportune time under Art. 404 para. 2 of the Swiss Code of Obligations (CO) remain reserved.
- 6.4** Amendments and additions to an Engagement must be made in writing; email is sufficient.
- 6.5** If any provision is invalid, the remaining provisions remain valid. The invalid provision shall be replaced by a provision that comes closest to its purpose.
- 6.6** In the event of disagreements, the parties shall first seek direct dialogue and endeavour to reach an amicable solution. If this is not successful, Swiss law applies exclusively; the place of jurisdiction is Chur.