



TERMS OF CONTRACT

applied by

VAT plus GmbH
Roschistrasse 1A - 3007 Bern
Switzerland

The supply of professional services by VAT plus GmbH, Switzerland, is subject to the following provisions:

Article 1

Definitions

For the purpose of these terms of contract:

- “**VAT plus GmbH**” shall mean VAT plus GmbH, Roschistrasse 1A, 3007 Bern, Switzerland. VAT plus GmbH is a limited liability corporation and registered under the laws of Switzerland;
- “**client**” shall mean the company that contacted VAT plus GmbH for a possible assignment or has assigned VAT plus GmbH with an engagement;
- “**engagement**” shall mean an assignment by the client for the provision of legal services by VAT plus GmbH, in particular legal consultancy the field of VAT, customs duties, excise duties, international trade law, as formulated and specified in the engagement letter;
- “**engagement letter**” shall mean the written agreement that is concluded between VAT plus GmbH and client, and in which the specific details of the engagement are formulated.

General

Article 2

Scope

§ 2.1

The present terms of contract shall apply to each and every fee proposal or engagement between VAT plus GmbH and the client.



§ 2.2

The present terms of contract shall also apply to agreements with the client in the scope of which fulfilment third parties are engaged.

§ 2.3

Client's terms of contract are not applicable to fee proposals or engagements as mentioned in Article 1, fourth indent here above.

§ 2.4

If one or more provisions in the present terms of contract should be null and void or declared null and void, then the other provisions of the present terms of contract shall remain fully applicable. In that case VAT plus GmbH shall negotiate with the client to adjust the terms of contract. If the negotiations remain without an agreement, the engagement will be terminated under the conditions of the original terms of contract.

Assignments

Article 3

Acceptance of assignments

§ 3.1

VAT plus GmbH is entitled to turn down requests for assignment. VAT plus GmbH is not obligated to mention the grounds for refusal in case a request for an assignment has not been accepted by VAT plus GmbH.

§ 3.2

In the scope of reviewing the engagement request of the client, the latter shall provide VAT plus GmbH with the requested information that VAT plus GmbH considers necessary in order to decide whether it can accept the engagement.

Article 4

Assignment

§ 4.1

VAT plus GmbH accepts assignments under the conditions mentioned in these terms of contract and the conditions mentioned in the engagement letter that has been signed on behalf of VAT plus GmbH and by the client. Adjustments of or supplements to the original engagement letter that have been inserted by the client are not binding for VAT plus GmbH, unless they have been accepted explicitly and in writing by VAT plus GmbH.

§ 4.2

Any professional service to be rendered by VAT plus GmbH shall be based on a contract of assignment. The fulfilment of the assignment may be performed by any of the legal experts of VAT plus GmbH. The engagement letter mentions the person or persons who fulfil the assignment.



§ 4.3

The engagement letter embodies the contract of assignment, and shall be governed by these terms of contract as well as the conditions mentioned in the individual engagement letter. The contract of assignment is subject to the laws of Switzerland.

§ 4.4

The contract of assignment is by its nature not aimed at a result but instead at the rendering of services.

§ 4.5

Consultancy services by VAT plus GmbH are rendered in writing, unless agreed otherwise. The term "in writing" shall mean: hard copy letter, email or fax.

Article 5

Proposals for engagement

§ 5.1

A proposal, issued by VAT plus GmbH on request of the client, shall be free of obligation.

§ 5.2

The proposal for engagement shall be valid for a period of 21 days, unless indicated otherwise. VAT plus GmbH shall only be bound by the proposal if the acceptance thereof is confirmed in writing by the client within 21 days.

§ 5.3

A proposal that comprises a combination of services shall not oblige VAT plus GmbH to execute part of the assignment against a corresponding part of the given fee quote.

§ 5.4

Proposals for engagement shall not apply automatically to future assignments.

Execution of assignments

Article 6

Obligations of VAT plus GmbH

VAT plus GmbH is in relation to the client committed:

- to fulfil the assignment to the best of its knowledge and ability;
- to involve third parties (other law firms or consultancy firms in Switzerland or abroad) only after consultation with and approval of the client;
- to inform the client regularly about the progress of the assignment;
- to inform the client regularly about the costs of the services rendered;
- to submit at invoicing a clear specification of the services rendered.



Article 7

Obligations of the client

§ 7.1

The client is obliged to assure that VAT plus GmbH shall be provided in due time with all information which VAT plus GmbH considers necessary or which the client must reasonably understand to be necessary for the fulfilment of the engagement. If VAT plus GmbH has not been provided in due time with the information necessary for the fulfilment of the engagement, VAT plus GmbH shall have the right to suspend the fulfilment of the engagement and/or to charge the client the additional time incurred or costs resulting from the delay at the generally applicable rates.

§ 7.2

VAT plus GmbH cannot be held responsible or liable for damage of whatever nature caused by the fact that VAT plus GmbH worked on the basis of incorrect and / or incomplete information provided by the client, unless VAT plus GmbH should have been aware of the said incorrect or incomplete character of the information. Information marked as "draft" cannot be regarded as containing binding statements or considered as basis for handling by the client.

§ 7.3

If VAT plus GmbH and the client have agreed that the engagement will be executed in separate steps, VAT plus GmbH can suspend the fulfilment of the following step or steps until the client has approved in writing the results of the prior steps.

§7.4

Client shall safeguard VAT plus GmbH against possible claims filed by third parties who may sustain damage attributable to the client in connection with the fulfilment of the engagement.

Fees and expenses

Article 8

Fees and expenses

§ 8.1

VAT plus GmbH supplies its professional services against consideration, and only after an engagement letter has been signed by the client. Fee proposals are issued without costs, unless stated otherwise.

§ 8.2

The fee of rendering the professional services in relation to the assignment shall be based on an hourly rate. The fee shall be calculated in accordance with VAT plus GmbH usual hourly rates, valid for the period in which the work is being done, unless agreed otherwise.

§ 8.3

Instead of against a hourly rate, VAT plus GmbH may offer its services against a fixed fee.



§ 8.4

The expenses to be incurred on behalf of the client (e.g. traveling expenses, express delivery by courier) shall be invoiced to the client separately.

§ 8.5

The costs of consultancy by third parties, like law firms or other consultancy firms, who in the scope of the assignment have been engaged, shall be invoiced to client separately.

§ 8.6

The fee and possible costs are exclusive of VAT.

§ 8.7

With respect to engagements with a duration of more than 6 weeks, the incurred fee shall be charged periodically, unless explicitly agreed otherwise.

§ 8.8

VAT plus GmbH shall be entitled to increase the fee when it is shown during the fulfilment of the engagement that the volume of services initially agreed or expected when the engagement was assigned, was underestimated to such a degree, and this not due to fault of VAT plus GmbH, that VAT plus GmbH cannot reasonably be expected to provide the agreed services for the fee initially agreed.

§ 8.9

VAT plus GmbH shall notify the client in writing of its intention to increase the fee and/or the hourly rate. VAT plus GmbH shall mention the volume of said increase and the date on which it shall take effect.

§ 8.10

New clients shall make an advance payment.

§ 8.11

VAT plus GmbH will refrain from supplying services to a client that has been overdue with payment of the incurred fees, unless the client agrees to make advance payments.

Payment

Article 9

Payment

§ 9.1

Payment shall be made within the period for payment (mentioned in the invoice) starting from the date of invoice, in a way to be indicated by user and in the currency in which the statement of expenses was drawn up, unless explicitly indicated otherwise. The amount mentioned in the invoice will have to be paid fully within the aforementioned period. Objections against the invoiced amount shall not suspend the fulfilment of the payment obligation.



§ 9.2

In case payment has not been made within the term for payment as mentioned under paragraph 9.1, the client shall pay in addition to the originally invoiced amount the costs that rise for VAT plus GmbH to obtain the payment of the invoiced amount, including a 1% monthly surcharge on the total amount that is due. A part of a month shall count as a whole month. The interest on the amount due and payable shall be calculated as from the day the client is in default until the moment he has paid the amount in full. The minimum costs for notification of undue payment are CHF 150, excl. the 1% monthly surcharge.

§ 9.3

In case payment has not been made within the term for payment as mentioned under paragraph 9.1, VAT plus GmbH shall, after the client has been informed of the delayed payment, be entitled to suspend the supply of services to the client until full payment of the invoiced amount, including the costs mentioned under paragraph 9.2, has been received.

§ 9.4

The client shall inform VAT plus GmbH in writing about complaints regarding the invoice within fourteen days of the invoice date. In its writing, the client shall mention the reasons underlying the complaints.

§ 9.5

In the scope of debt collection procedures or legal procedures, VAT plus GmbH is entitled to disclose to third parties the information it has received or sent in the scope of the fulfillment of the engagement.

§ 9.6

Once ten days have been expired following the notice about the undue payment that has been sent to the client, a payment of the overdue invoice(s) directly to VAT plus GmbH instead of to the debt collection service company does not exonerate the client from its obligation to pay the costs of debt collection.

§ 9.7

If a debt collection procedure is initiated by us for one invoice, all other invoices that have been issued by us to the client and have not been paid will become due immediately –regardless the period for settlement of the payment. The debt collection procedure will cover all invoices that have not been paid.

Termination of the engagement

Article 10

Termination by the client

§ 10.1

The client can terminate the engagement. As soon as VAT plus GmbH has been informed in writing by the client that the engagement is terminated, VAT plus GmbH shall refrain from rendering its services in relation to the engagement, with the exception of the handling that is necessary in the scope of the ending of the engagement. As date of termination shall qualify the day VAT plus GmbH has received the written announcement of the termination of the engagement.

§ 10.2

Within 5 work days after receipt by VAT plus GmbH of the written announcement of the termination of the engagement, the client will be informed about the status of the engagement. During August, December, and/or official or school holidays, this period may be extended with maximum 21 days.

§ 10.3

The client will pay the fees that are due until the engagement has been returned to the client.

Article 11

Termination by VAT plus GmbH

§ 11.1

VAT plus GmbH can terminate the engagement, in particular:

- in case of delayed payment by the client of the invoice(s) issued by VAT plus GmbH in relation to the engagement;
- regarding an engagement for fiscal representation: in case of delayed payment by the client of Swiss VAT or the delayed filing of the original VAT return;
- in case the client has given incorrect or insufficient information to VAT plus GmbH and the client was/could/should have been aware of that;
- in case the client, despite being informed by VAT plus GmbH, does not act according to the instructions of VAT plus GmbH, and by doing so may not be able to recover VAT or will have to bear VAT or other taxes, like customs duties;
- in case the fulfilment of the engagement would violate public law (e.g. independent clauses) or professional standards (e.g. codes of conduct).

§ 11.2

VAT plus GmbH informs the client of the termination of the engagement in writing. The term "in writing" shall mean: hard copy (letter), fax or email.



§ 11.3

The client shall confirm in writing the acknowledgement of the termination of the engagement by VAT plus GmbH within one week after receipt of the written termination.

Professional liability

Article 12

Professional liability

§ 12.1

Liability on the part of VAT plus GmbH for negligence or errors shall be limited to the fee paid by the client.

§ 12.2

In case in the specific case the liability of VAT plus GmbH is covered by the professional indemnity insurance of VAT plus GmbH, the amount to be paid shall not exceed the amount that is paid out by the insurance company.

§ 12.3

The limitations of the liability mentioned in paragraph 12.1 respectively paragraph 12.2 shall not be applicable in case of intent on the part of VAT plus GmbH.

§ 12.4

VAT plus GmbH cannot be held liable for any acts of negligence or errors of third parties that have been involved in the engagement with consent of the client.

§ 12.5

VAT plus GmbH cannot be held liable in case the engagement has been terminated by VAT plus GmbH.

Dispute settlement

Article 13

Dispute settlement

Disputes between the client and VAT plus GmbH will be brought before the court in Berne (Switzerland).



Application of the terms of contract

Article 14

Dispute settlement

§ 14.1

These terms of contract replace the prior versions. On engagements the actual applicable terms of contract apply.

§ 14.2

The terms of contract can be changed without prior consent of the client.

§ 14.3

By signing the engagement letter, the client accepts the terms of contract.

§ 14.4

These terms of contract apply to engagements concluded by VAT plus GmbH, also when acting under the domain name swissvatreclaim.ch, vatplus.info, vatplusgroup.com, or other vatplus domains held by VAT plus GmbH.

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