

General Terms & Conditions

1. Scope

The following Terms and Conditions (hereinafter referred to as the “GT&Cs”) apply to all services provided by OrthoSave GmbH, Dorf, Switzerland (hereinafter referred to as the “Provider”) to companies and individuals (both are hereinafter referred to as the “Client”). The GT&Cs form an integral part of every contractual relationship between the Provider and the Client. Conflicting terms and conditions of the Client will not be recognized.

2. Individual agreements

Individual agreements concluded between the Provider and the Client in writing shall prevail over these GT&Cs.

3. Services offered by the Provider

The Provider offers consulting in the fields of orthopaedic technologies (hereinafter referred to as the “Services”), mainly to Clients located in Switzerland or neighbouring countries.

Consulting services are tailored to companies, including startups, medium-sized enterprises and large corporations.

The Provider reserves the right to modify the Services offered at any time. For the most current information regarding the Services, the Client is advised to consult the Provider’s website at www.orthosave.ch (hereinafter referred to as the “Website”).

4. Offer & contracting

Upon request by the Client, the Provider sends an offer (hereinafter referred to as the “Offer”) to the Client taking into account individual wishes and milestones. Offers are valid for 14 days, if not specified otherwise in the Offer.

A contract between the Provider and the Client is concluded once the Client accepts the Offer, either in writing, electronically, or by other appropriate means.

By accepting the Offer, the Client agrees to comply with and be bound by these GT&Cs. They confirm that they are at least 18 years old and legally authorized to conclude binding contracts on behalf of themselves or the entity they represent.

5. Subsequent changes to the Contract

The Provider endeavours to accommodate the Client’s needs and is open to discussing modifications to the agreed terms of the Contract during the course of the Contract.

Should the Client request material changes to the Contract, the Provider will make reasonable efforts to submit a revised Offer that shall then be accepted by the Client in accordance with section 4 of these GT&Cs. In such cases, Services that have already been delivered by the Provider will be invoiced immediately based on the original Contract and in accordance with section 11 of these GT&Cs.

6. Duties of the Provider

The Provider is obligated to deliver the agreed-upon Services in accordance with the Contract and the standards of the industry. The Provider will carry out its duties with due diligence and professionalism, ensuring that the Services are delivered in a timely and efficient manner.

The Provider is obligated not to disclose any confidential information obtained from the Client, both during the course of the contractual relationship as well as after the termination of the Contract, unless required by law or authorised by the Client.

7. Duties of the Client

The Client is obligated to provide accurate and complete information necessary for the delivery of the Services. The Client must ensure that the required infrastructure and resources are available to enable the proper delivery of the Services by the Provider.

The Client is obligated not to disclose any confidential information obtained from the Provider, both during the course of the contractual relationship as well as after the termination of the Contract, unless required by law or authorised by the Provider.

8. Deadlines & appointments

Both parties, the Provider and the Client, make reasonable efforts to meet the agreed upon deadlines and appointments.

However, the Provider reserves the right to modify the agreed upon deadlines and appointments in cases of unforeseen circumstances, such as illness, accidents, or other events beyond the Provider's control. In such cases, the Provider will inform the Client as soon as possible and propose new deadlines and appointments, if necessary.

9. Fees

The fees owed for the Services are specified in the Offer accepted by the Client. Fees are either based on an hourly/daily rate and invoiced based on the actual time spent working for the Client or, on request by the Client and subject to approval by the Provider, formulated as fixed-price packages.

If according to the Offer the Provider charges their Services on an hourly rate basis, the Services are billed in five-minute increments. Each commenced five-minute interval will be proportionally calculated at the full hourly rate.

10. Expenses

The Provider charges the Client for any expenses incurred during the delivery of the Services, including but not limited to travel, accommodation, and material costs. Travel time will be compensated at an hourly rate according to the Offer.

The expenses are not included in the fees and will be invoiced to the Client separately at actual cost or industry-standard rates.

11. Invoicing

Invoices will be issued by the Provider either after the delivery of the Services or at regular intervals, as agreed in the Offer.

The invoice contains a detailed list of the Services delivered, the activities as well as the time spent and expenses being paid. Invoices are generally sent electronically by e-mail.

12. Payment Terms

The Provider's invoices shall be paid by the Client within 30 calendar days upon the invoice date. The date of payment shall be the date on which the money is credited to the Provider's bank account. Any additional payment fees, such as credit card fees, over-the-counter deposit fees or bank charges, shall be borne by the Client.

If the Client fails to pay within the 30 calendar days, the Provider will send out a reminder to the Client. With the receipt of this reminder, the Client shall be in default of payment. In this event, the Provider reserves the right to charge the Client 5% default interests p.a., compensation for further damages and any procedural costs and fees that may occur, for example costs for debt collection.

The Provider is also entitled to suspend or refuse to deliver further Services until payment has been received.

A default of payment does not result in the termination of the Contract between the Provider and the Client.

13. Intellectual property

All intellectual property rights, including but not limited to designs, documents and methodologies developed or provided during the contractual relationship remain in the sole property of the Provider.

This clause shall continue to apply after termination of the Contract.

14. Liability

Any liability arising from Contract or any other legal basis is expressly excluded to the extent permitted by law. Liability for unlawful intent or gross negligence within the meaning of Art. 100 para. 1 CO remains reserved.

The Provider shall not be liable for the services of third parties. In particular, the Provider is not responsible for the misbehaviour or failures of its suppliers, partners, or subcontractors. Liability of the Provider shall not apply in any case if the Client is at fault.

The Provider assumes no responsibility for errors that are beyond its control. Damage or consequential damage caused by malfunctions or failure of systems, force majeure, lack of maintenance, natural wear and tear, extraordinary use, incorrect manipulation, disregard of operating instructions, vandalism, improper use and any operational failures are expressly excluded from the Provider's liability.

The Provider acts solely as an advisor to the Client. As such, the Provider rejects any claims arising from the actual implementation of measures by the Client.

15. Force majeure

The Provider is not liable for failure to fulfil obligations due to events beyond their control, such as government orders and measures, natural disasters like earthquakes or floods, epidemics and pandemics, unintended business closures, unavoidable hacker and cyber-attacks by third parties resulting in power outages.

The Provider shall endeavour in good faith to minimise the impact of a force majeure event as much as possible.

16. Termination

If the Provider and the Client have agreed, as per the Offer, that the Provider's Services are delivered on an hourly basis, either party may terminate the Contract at any time.

In all other cases, termination can only occur upon the completion of the full project according to the Offer.

Termination of the Contract requires written notice. E-mails are considered equivalent to written correspondence.

Upon termination of the Contract, all unpaid fees and expenses are due immediately.

17. Amendments

The Provider reserves the right to amend the GT&Cs at all times. All changes to these GT&Cs shall become effective immediately upon appropriate notification to the Client and publication of the GT&Cs on the Website.

18. Severability clause

If any provision of these GT&Cs is found to be illegal, invalid, or unenforceable for any reason, the validity of the remaining provisions shall not be affected. Unless otherwise agreed, the invalid provision shall be deemed replaced by a valid provision that most closely reflects the economic purpose of the provision and the intent of the parties at the time of Contract conclusion. The same applies to any gaps in these GT&Cs.

19. Applicable law & jurisdiction

These GT&Cs, the contractual relationships based on them, and any disputes arising from them are exclusively governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

Unless otherwise required by mandatory legal provisions, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationships governed by these GT&Cs is the registered office of the Provider. The Provider is also entitled to take legal action against the Client at the Client's ordinary place of jurisdiction.