General Terms and Conditions (GTC)

1. general

All services RFsolutions provides are subject to these General Terms and Conditions unless otherwise agreed in writing. Any terms and conditions of the Client to the contrary shall only apply if expressly accepted by RFsolutions in writing. RFsolutions endeavours to achieve the best possible benefit for the Client.

2. scope of application

These GTC apply to all services provided by RFsolutions, except third-party services. The products and services listed on the RFsolutions homepage (rfsolutions.ch) are individually adapted and combined. RFsolutions reserves the right to change the products described on the homepage or to remove them from the offer. The German version of these GTC is legally binding.

3. quotation, order clarification & Acceptance

After a project evaluation by RFsolutions, a written offer is submitted to the potential client. This offer includes specific project objectives, the project's scope, the evaluation criteria, the time required, the fee, expenses and any other costs that might be incurred in the realisation of the project proposal. Verbal agreements, in particular supplementary agreements, are only valid once they have been confirmed in writing by RFsolutions.

4. Obligation of the customer or client to cooperate

The client undertakes to make available to RFsolutions all information necessary for the fulfilment of the order. Postponements or cancellations of appointments must be communicated in good time. Cancellation or rebooking costs may be incurred during cancellations or postponements at short notice.

5. offer and prices

All services to be rendered by RFsolutions in connection with the execution of the order are, in principle, included in the fee or the costs listed. Additional expenses require the prior written consent of the Client. Invoices are to be paid within ten days of the invoice date. The interest on arrears shall be 10% per year.

6. premature termination of the contract

RFsolutions may terminate an agreement prematurely, in particular, if agreed payments have not been settled on time, the relevant information has not been communicated, the client's actions do not comply with the agreements, or unannounced changes make achieving the project's objectives more challenging. Otherwise, the legal consequences of premature termination of the contract are governed by the provisions of the Swiss Code of Obligations. (Art. 404 OR).

7. language & economic area

RFsolutions offers its services in German and English. Depending on the order or project, RFsolutions reserves the right to use an interpreter for English-language services at the customer's expense or to ensure that the translation is appropriate for the target audience**.**

8. confidentiality

Both parties, the Client and RFsolutions, undertake to maintain confidentiality about all aspects of the collaboration, including, but not limited to, project information, trade secrets, client data, contact details, financial information, and any other confidential information exchanged or generated in the course of the collaboration.

This shall apply both during the duration of the cooperation and after its termination, irrespective of the reason for the termination. The obligation to maintain confidentiality shall continue until the information concerned has become generally known or made publicly available without either party being responsible.

Should either party find it necessary to waive any part of this confidentiality obligation, this may only be done by written agreement of both parties. Any written agreement permitting an exception to this confidentiality clause shall specifically identify the information covered by the exception and shall not be deemed a general waiver of the confidentiality obligation.

9. rights of use and exploitation

The copyrighted works created within the scope of service and the associated rights of use shall remain with RFsolutions unless otherwise agreed.

10. exclusion of liability

RFsolutions shall not be liable for indirect damage, consequential damage, loss of profit, loss of data or information, or damage arising from third-party claims, except in cases of intent or gross negligence. RFsolutions's liability for direct damages is limited to the value of the contract, except in cases of intent or gross negligence. To the extent permitted by law, any further liability of RFsolutions, on whatever legal grounds is excluded

11. Severability clause

Should any clause of this contract be deemed invalid - in whole or in part - based on the interpretation intended by the contracting parties, the competent court is required to interpret such clause in such a way as to restore its validity (Art. 20 para. 1 CO).

12 Applicable law, place of jurisdiction and arbitration proceedings

In the event of any dispute arising out of or in connection with this Agreement, including disputes regarding its validity, interpretation or termination, the parties shall first attempt in good faith to reach a mutually agreeable resolution through direct negotiations. Suppose such an agreement is not reached within 30 days of the commencement of the talks. In that case, the dispute shall be submitted to an independent and neutral arbitrator whose decision will be binding on both parties.

Swiss law shall apply exclusively. The place of jurisdiction is Zug.
However, RFsolutions shall also be entitled to assert its rights at the client's domicile.