



General Terms and Conditions

WATCHMAKING TRAINING, COACHING AND CONSULTING

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PROVIDER ATS – Accolla Training Solutions, sole proprietorship operated by Andrea Accolla, Bahnhofstrasse 87, 3232 Ins (BE), Switzerland — UID CHE-145.191.842 — www.accolla.ch

SCOPE These terms govern the professional services provided by ATS to companies, institutions, schools, workshops and other clients acting for professional purposes, in Switzerland and abroad.

Art. 1 Subject matter and scope

These General Terms and Conditions (hereinafter “GTC”) apply to all offers and services of ATS, in particular standard or tailor-made training courses, educational and technical coaching, consulting, the design of programmes and training materials, assessments, and services delivered on site or remotely.

They form an integral part of the contract as soon as they are attached to the offer, handed to the client or made accessible before acceptance. The client confirms receipt and acceptance by signing the acknowledgement of receipt provided for this purpose. Any terms of the client that conflict with these GTC apply only if ATS has expressly accepted them in writing.

In the event of conflict, documents take precedence in the following order: signed specific contract, ATS offer or order confirmation, and then these GTC.

Art. 2 Conclusion of the contract

ATS offers are valid for the period stated therein or, failing that, for thirty days from their date of issue. The contract is concluded by signing the offer or contract, by written or electronic acceptance, by payment of the amount requested, or by the start of performance accepted by the client.

Any change to the scope, objectives, dates, venue, number of participants or deliverables must be agreed in writing. ATS may adjust the programme or organisation where necessary to achieve the agreed objectives, provided this does not substantially reduce its value.

Art. 3 Prices, taxes and expenses

Prices are stated in the offer, in Swiss francs or in the agreed currency. Unless otherwise stated, they are exclusive of VAT; VAT and other taxes are charged in addition where applicable.

Travel, transport, accommodation, meals, room hire, equipment, shipping, customs and other out-of-pocket expenses are included only if expressly stated. Otherwise, they are invoiced separately against receipts or at the agreed flat rate.

Any additional service requested by the client or made necessary by a change in the client's requirements is subject to a supplementary agreement and may be invoiced at the current rate.

Art. 4 Invoicing and payment

The payment schedule set out in the offer applies. Failing that, invoices are payable net, without deduction, within thirty days of their date. ATS may request a deposit and make the booking of dates or the start of work conditional on its receipt.

The client is in default without further notice upon expiry of the payment term. Default interest of 5 % per annum is due, together with reasonable reminder and collection costs. ATS may suspend its services and withhold deliverables until all amounts due have been paid. Bank and exchange charges are borne by the client.

Art. 5 Client obligations

The client shall provide in good time the information, access, premises, equipment, consumables, authorisations and contact persons required. The client shall ensure that participants meet the stated prerequisites and comply with the instructions on safety, confidentiality and the use of equipment.

Where services are performed at the client's or a third party's premises, the client shall provide a compliant, safe and suitable working environment. Delays, interruptions or additional services attributable to the client may lead to an adjusted schedule and additional charges.

Art. 6 Registrations and participants

Places are only definitively booked after confirmation by ATS and, where applicable, receipt of the deposit. The client may replace a participant with a person having equivalent prerequisites, provided that ATS is informed before the service begins.

ATS may exclude any participant whose conduct jeopardises safety, the proper conduct of the training, the rights of others or confidentiality. Such exclusion does not give rise to any refund of amounts due.

Certificates issued attest only to attendance or to the results expressly assessed; they do not guarantee any future professional level or commercial result.

Art. 7 Cancellation, postponement and interruption by the client

Any cancellation or request for postponement must be made in writing. Unless the offer provides otherwise, the following charges are due, calculated on the total price of the cancelled service:

- more than 60 calendar days before the start: non-recoverable costs already incurred;
- 31 to 60 days: 30 % of the total price;
- 15 to 30 days: 50 % of the total price;
- 8 to 14 days: 75 % of the total price;
- 7 days or less, non-attendance, or interruption after the start: 100 % of the total price.

Non-cancellable or already incurred external costs are due in addition. ATS may, without being obliged to do so, agree to a postponement; amounts paid are then credited to the new date, less any additional costs.

Where the service legally constitutes a mandate, the right of revocation under Art. 404 of the Swiss Code of Obligations (CO) is reserved, as is the compensation due in the event of revocation at an inopportune time.

Art. 8 Cancellation and postponement by ATS

ATS may postpone a service due to illness, unforeseeable unavailability, an insufficient number of participants, safety concerns or any other serious reason. In that case, ATS will propose a new date or an equivalent service within a reasonable time.

If no reasonable solution is possible, ATS will refund the fees received for the part not performed. Unless ATS is at fault or has made an express commitment in the offer, this refund settles all claims relating to the postponement or cancellation; the client is responsible for booking changeable travel and accommodation.

Art. 9 Intellectual property and right of use

The methods, programmes, presentations, texts, illustrations, exercises, assessments, files, videos and other materials developed or supplied by ATS remain its intellectual property and are protected by copyright, unless otherwise assigned in writing.

Upon full payment, the client receives a personal, non-exclusive and non-transferable right to use the materials provided solely for the internal purposes set out in the contract. Without the written consent of ATS, the following are prohibited: reproduction or distribution to third parties, resale, publication, substantial adaptation, use to train third parties, and audio or video recording of sessions.

Each party retains ownership of its pre-existing know-how, tools and documents. Material supplied by the client may be used by ATS only to the extent necessary to perform the contract.

Art. 10 Confidentiality and references

Each party shall treat as confidential any non-public information received under the contract and use it solely for its performance. This obligation does not cover information already lawfully known, made public without breach, lawfully received from a third party, or whose disclosure is required by law.

ATS may use the client's name, logo or testimonial as a commercial reference only with the client's prior consent. Confidentiality obligations survive for five years after the end of the contract, and without time limit for trade secrets for as long as they retain that status.

Art. 11 Data protection

ATS processes the personal data required to prepare, perform, invoice and follow up its services in accordance with applicable law, in particular the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (GDPR).

Data may be disclosed to service providers, partners or authorities to the extent necessary and subject to appropriate safeguards. The client shall inform participants of such use and ensure that it is entitled to communicate their data to ATS. Data-related requests may be addressed to ATS using the contact details published at www.accolla.ch.

Art. 12 Warranty and liability

ATS performs its services with due care, in accordance with the agreed scope and objectives. ATS does not guarantee any economic result, certification, examination success, specific professional aptitude, or the absence of errors in the subsequent application of knowledge by the client or participants.

To the extent permitted by law, ATS is liable only for proven direct damage caused by a culpable breach of its obligations. Its total liability is limited to the net amount of fees paid for the service giving rise to the damage. Any liability for indirect or consequential damage, loss of profit, production, data, customers or opportunity is excluded.

These exclusions and limitations do not apply in cases of wilful misconduct or gross negligence, injury to life or limb, or in any other case where the law prohibits such limitation. The client remains responsible for its decisions, staff and equipment and for the implementation of the content taught.

Art. 13 Equipment, parts and entrusted items

The client shall disclose in advance the value, fragility, particular features and risks of any watches, movements, components, tools, prototypes or other items entrusted. Unless otherwise agreed, the client shall maintain adequate insurance covering such items, their transport and their use during the service.

Normal wear and tear, risks inherent in practical exercises and pre-existing defects do not constitute damage attributable to ATS. Consumables, replaced parts, and parts damaged or scrapped during exercises are charged to the client unless included in the offer.

Art. 14 Force majeure

Neither party is liable for any delay or failure to perform caused by an event that is unforeseeable or reasonably beyond its control, in particular natural disasters, epidemics, war, civil unrest, external strikes, closures ordered by the authorities, or major disruptions to transport, energy or telecommunications. The party affected shall inform the other without delay, and the parties shall seek a postponement or adjustment in good faith. Services already performed and non-recoverable costs remain due.

Art. 15 Subcontractors and assignment

ATS may engage qualified staff, partners or subcontractors; it remains responsible for their selection and for the proper performance of its obligations. The client may not assign the contract or any rights arising from it without the prior written consent of ATS.

Art. 16 Notices and written form

Contractual notices may be given by e-mail to the addresses used by the parties. Written form within the meaning of these GTC includes e-mail and electronic signature, unless a stricter form is required by law or expressly agreed.

Art. 17 Governing law and jurisdiction

The contract is governed exclusively by Swiss substantive law, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction is the registered office of ATS in Ins (Canton of Bern), subject to any mandatory jurisdiction provided by law. ATS remains entitled to bring proceedings at the client's registered office or domicile. Before initiating any proceedings, the parties shall endeavour to settle their dispute through good-faith discussion.

Art. 18 Final provisions

Should any provision be void or unenforceable, the remaining provisions shall remain valid. The provision concerned shall be replaced, to the extent permitted, by a valid provision that comes closest to its economic purpose.

These GTC are drawn up in French, Italian and English. In the event of any discrepancy between the language versions, the French version shall prevail.

ATS may amend these GTC for future contracts. The applicable version is the one handed to or made accessible to the client at the time the contract is concluded.