

General terms and conditions of business of Lucerne University of Applied Sciences and Arts

These general terms and conditions of business (hereinafter “general terms and conditions of business”) apply to all services provided by Lucerne University of Applied Sciences and Arts, including its institutes and centres (hereinafter “HSLU T&A”) on an order-related basis for third parties (hereinafter “Clients”).

In addition, and subject to written agreement, further special provisions may apply, if and to the extent that this is appropriate, to certain services provided by individual institutes and centres of HSLU T&A. In the event of any discrepancies between the general terms and conditions of business and such special provisions, the special provisions shall take precedence.

1 Scope

The general terms and conditions of business apply to offers made by HSLU T&A and to orders which are performed by HSLU T&A.

Offers from HSLU T&A shall be made in writing. The offers are the intellectual property of HSLU T&A. HSLU T&A has the exclusive right to determine the use which is to be made of them. The prospective client must respect the secrecy of all the information contained in the particular offer and all information obtained either verbally or in writing from HSLU T&A before the offer as such is submitted. The prospective client may use the offer solely for the intended purpose.

Save where otherwise agreed in writing, the offer is valid for 30 days from the date of offer.

Save where otherwise agreed in writing, an order takes effect upon written acceptance by the client of the offer from HSLU T&A or upon written confirmation of the order by HSLU T&A.

Different or additional conditions, in particular general terms and conditions of purchase of the client, shall apply only if they are agreed and confirmed in writing by HSLU T&A.

Amendments, variations and additions to the general terms and conditions of business are valid only if they are made in writing.

Should individual provisions of the general terms and conditions of business be invalid, this will not render them invalid in full. The parties will make good any gaps in the general terms and conditions of business by the inclusion of new provisions which approximate the economic purpose and the legal intent of the invalid provisions as closely as possible.

The terms “written” and “in written form” as used in these general terms and conditions of business mean communication in letter form, including letters sent by fax and e-mail correspondence.

2 Object and scope of the service provided by HSLU T&A

The object and scope of the service to be provided will be determined solely by the offer from HSLU T&A which has been accepted in writing by the client or by the written confirmation of order from HSLU T&A.

Amendments and additions to the object and/or scope of the service to be provided by HSLU T&A are not binding unless they have been confirmed in writing by HSLU T&A.

HSLU T&A is authorized to amend or modify agreed characteristics of performance, provided that this leads to improvements of the service or order does not lead to any increase in price for the client.

3 Performance by third parties

HSLU T&A can call upon third parties to perform the required services or may entrust performance in whole or in part to third parties. This may be done only in consultation with the client and provided that there is no loss of quality of the agreed services.

4 Quality

The understanding of quality at the Lucerne University of Applied Sciences and Arts is anchored in the institutional accreditation and described transparently and in detail on the [homepage](#)

5 Withdrawal

If the client withdraws from the order after it has been placed or from the order after its confirmation by HSLU T&A, HSLU T&A shall be entitled to payment of the costs effectively incurred or binding up to that particular date. If the withdrawal takes place less than ten days before provision of the agreed service is due to begin and if it is not attributable to HSLU T&A, HSLU T&A shall likewise be entitled to compensation equivalent to the amount of prejudice incurred as a result of untimely withdrawal.

6 Compliance with specifications

Before an offer is submitted, the client must notify HSLU T&A in writing of the specifications and standards which are applicable to the service to be provided by HSLU T&A.

The services of HSLU T&A shall be compliant only with those specifications and standards which are mentioned in the written acceptance of the offer by the client and/or in the written confirmation of the order by HSLU T&A.

7 Prices

The prices agreed in writing on the basis of the written acceptance of the offer and/or the written confirmation of order shall apply.

Save where otherwise agreed in writing, all prices are quoted in Swiss francs, exclusive of value added tax.

The client must pay all taxes, charges, fees and customs duties which are levied in connection with the order, or refund them against the production of appropriate supporting documents if HSLU T&A has become liable for them. Disbursements connected with the order will be billed additionally.

Invoicing is generally effected on completion of the order, save where otherwise agreed in writing and in the case of projects running for a period of several months. Invoices are payable net within 30 days of the invoice date.

Orders which take several months to complete and are charged at cost will be billed on a monthly basis in line with the progression of the order.

In the case of flat-rate projects lasting for several months, the following payment terms shall apply, save where otherwise agreed in writing:

50% of the project sum within 30 days of acceptance of the offer or after confirmation of the order; 50% of the project sum within 30 days of delivery of the object which was ordered or submission of the final report.

Claims of the client against HSLU T&A may be offset only after reaching prior written agreement with HSLU T&A.

Where advance payments or down payments are not made in the agreed manner, HSLU T&A is entitled to withdraw from the order without further notice. Claims for compensation are reserved in every case.

If the client is in arrears with a payment for any reason, HSLU T&A is entitled to require an advance payment for services which have not yet been provided and to declare that all claims arising out of the business relationship fall due for immediate settlement. The obligation of HSLU T&A to provide the service is suspended as long as the client is in arrears with a payment which has fallen due.

8 Lead-times

The service is to be provided within the lead-time which has been assured in writing, or, in the absence of any such assurance, within a reasonable lead-time. Where promised lead-times cannot be adhered to,

the client shall only have a right of withdrawal from the agreement. Claims for compensation are excluded.

9 Reservation of ownership

Objects manufactured or ordered for the client remain the property of HSLU T&A until payment has been made in full by the client.

HSLU T&A is entitled to arrange for the reservation of ownership to be entered in the relevant registers with the cooperation of the client.

The client shall keep the delivered objects in good condition at his own expense throughout the period of reservation of ownership and shall insure the delivered objects immediately against all risks.

10 Storage and archiving

The client is responsible for the storage and archiving of findings and reports after provision of the service by HSLU T&A has been completed. Save where otherwise agreed, the working documents and raw data on which the order is based will be kept on file by HSLU T&A for a period of three years.

11 Warranty and liability

The client must verify the order immediately upon receipt. Detectable errors or defects must be reported within ten days and hidden defects as soon as they come to light. HSLU shall in principle be liable for defects for a period of one year from the date of delivery.

In the event of a defect, HSLU T&A shall at its own discretion be entitled by way of subsequent performance to rectify the defect in a manner reasonably acceptable for the client. If in the event of a defect rectification is not effective, not sufficiently effective, or not effective within a reasonable period, the client is entitled to a reduction in (purchase) price.

All entitlements and claims of the client resulting from warranty and liability as well as any other claims of the client, irrespective of the legal grounds on which they are based, are exhaustively covered and definitively specified in these general terms and conditions of business. Any and all further claims, in particular for compensation for damage or loss, are expressly precluded. Applicable Provisions of existing applicable laws and statutes, in particular those relating to liability for deliberate intent or gross negligence, are reserved.

12 Force majeure

HSLU T&A is not liable for breaches of contract caused by events of force majeure. The term "force majeure" means events which become known after the order has been placed, could not be predicted and are beyond the control of HSLU T&A, such as substantial operational difficulties, accidents, labour disputes, official measures, natural events or acts of war, late deliveries of supplies or late deliveries by third parties, where they are attributable to the above causes.

13 Intellectual property

The methods, concepts, processes and accompanying know-how developed by HSLU T&A in connection with the order are the intellectual property of HSLU T&A. The client is entitled, under the terms and conditions specified in a separate agreement, the necessary rights to make use of such intellectual property. The client grants HSLU T&A the right to use the outcomes developed in connection with the order or the part or to develop them further within the framework of its graduate and post graduate academic programs and for other non-commercial use according to prior agreement. HSLU T&A has the right to make free use of the methods, concepts, processes and/or corresponding know-how developed by HSLU T&A and grants the client a non-exclusive licence, free of charge, which permits the use of such rights in connection with the outcomes developed in connection with this order.

Each party is and remains the owner of its respective intellectual property existing at the time when the order was placed.

14 Business and operating secrets

HSLU T&A and the client consent to treat in strict confidence and secrecy all information and data revealed to each other and explicitly

classified by a party as confidential. Such information and data may not be made available to third parties either in full or in part.

Particularly, HSLU T&A and the client consent:

- to use this information solely for purpose specified by the respective party;
- not to make available or give access to such contents to any third persons without prior consent of the respective party;
- to return or destroy upon request of the respective party any contents revealed and classified as confidential by that party;;
- not to copy or otherwise reproduce without prior consent of the respective Party any documents classified as confidential by that Party.

HSLU T&A and the client shall adhere to the legislation in force regarding the treatment of data and in particular the Data Protection Acts and take all reasonable organisational and technical measures to safeguard the security and integrity of data..

So far as HSLU T&A chooses to perform its services in cooperation with or have their services performed, in accordance with the conditions spelled out in paragraph 3 of these general terms and conditions of business, by employees, students, or external partners, these persons, too, shall treat in strict confidence and secrecy contents explicitly classified as confidential. HSLU T&A ensures compliance with such obligations.

The above obligations of confidentiality shall remain in force after the completion of the order.

15 Publications

The publication of scientific works is one of the principal tasks of HSLU T&A. The parties must take account of that obligation as far as possible. The client shall receive the right to publish the outcomes developed in connection with this order. The right to publish vested in HSLU T&A in connection with the outcomes is assured, subject to written authorization by the client. This permission may not be withheld without reasonable grounds and is confined to information classified by the client as confidential . HSLU T&A has the right to of publish methods, concepts, processes and/or the accompanying know-how.

16 Applicable law

The validity, construction, and performance of this Agreement shall be governed by and construed first in accordance with the laws of Switzerland.

17 Jurisdiction

The District Court of Luzern (Switzerland) shall have exclusive jurisdiction.

Lucerne, March 2023