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Swiss Consulting® is a Registered Trademark

Terms and Conditions of Business

Those Terms and Conditions shall replace our previous "General Terms and Conditions" dated 1 July 2004 and form an integral part of all contractual relationships between Swiss Consulting and clients entered into after 1 January 2010, unless otherwise agreed in written.

Swiss Consulting may from time to time amend Terms and Conditions of Business without prior notification. Such amended Terms and Conditions shall apply to all contractual relationships entered into after their publication on our Website.

- (1) **Scope of services:** Swiss Consulting exclusively provides services in the field of (1) executive counseling for doing business in or with Vietnam, (2) project planning, monitoring and evaluation, (3) organizational assessments, (4) investment opportunity screenings, appraisals and drafting of business plans for SMEs in Vietnam, (5) support in administrative matters relating to project management and the operations of governmental and non-governmental organizations. Swiss Consulting will not accept any assignments outside the core areas of expertise mentioned above.*
- (2) **Price ranges for rates published on our website or communicated otherwise are indicative only and subject to change at any time without prior notice,** unless Swiss Consulting has submitted a quotation for a specific assignment or a consulting contract has been signed. Within the price range indicated, our rates are calculated based on factors such as market prices for the respective service, the complexity of the assignment, expertise required, size of the contract and the overall volume of commissioned by the respective client. Several components of an assignment might be quoted at different rates. In case no specific fee has been agreed upon, Swiss Consulting will charge the average between the highest and the lowest price indicated within the applicable range. Quotations are valid for 30 days or the time indicated in the quotation.*
- (3) **Additional expenses:** Unless otherwise agreed in written, consulting fees are **not inclusive of additional expenses necessary to conduct the assignment**, such as but not limited to transportation, accommodation, meal allowances, photocopies, translations/interpretation, mailings and international phone calls. Travel expenses are charged for all services provided outside our office. Please ask for a cost estimate for a specific assignment.*
- (4) **Value Added Tax (VAT):** All contracts signed with **Vietnamese residents** (organizations and individuals) are subject to 10% VAT. Consulting services delivered to **non-Vietnamese residents** are exempted from Vietnamese VAT (10%), but only if (a) the client does not have a permanent representation registered in Vietnam **and** (b) payments are made through bank transfer from a bank account outside Vietnam of which the client is the account holder. Official VAT invoices are issued upon receipt of payment.*

Development Cooperation

Project Design, Monitoring & Evaluations
Organizational Assessments

Management Consulting

Business Planning
Investment Opportunity Screenings

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- (5) **Payment terms:** Unless otherwise agreed in written, invoices are payable within 10 days and **by bank only**. **Swiss Consulting exclusively receives payments** in US\$, CHF, EURO or in Vietnamese Dong. Payments that are not made in the currency stated in the contract shall be converted based on the transfer rate published by VIETCOMBANK at the date our invoice was issued. Late payments are subject to 1% interest per month on the outstanding amount. Swiss Consulting and the client shall cover the charges of their respective bank.
- (6) **Early termination of consultancy contracts:**
- (a) **If a contract is terminated by the client before the services agreed upon are fully provided**, Swiss Consulting is entitled to receive (aa) the honorary for the time already spent on the assignment, (bb) all additional expenditures Swiss Consulting has so far incurred (see Article 3 above) in connection with the work provided. In addition, Swiss Consulting shall be entitled to receive a sum of 30% (thirty percent) of the remaining honoraries agreed in the contract, unless the client proves that the reason for termination is due to a severe break of contract of the Swiss Consulting, which is not a result of force majeure. This provision also applies if the client reduces the scope of the assignment. Neither of both parties to the contract shall be liable to pay any additional damages.
- (b) **Early termination of contracts by Swiss Consulting before the services agreed upon are fully provided:** If a contract is terminated by Swiss Consulting for reasons other than a severe violation of contractual obligations by the client and/or force majeure before the services agreed upon are fully delivered, only the fees and expenses related to those outputs that have been **fully** delivered to the client as agreed are due. Neither of both parties shall be entitled to claim any additional damages. If the early termination of the contract is due to a severe break of contract by the client (including but not limited to not paying fees and expenses that are due or refusal to facilitate the implementation of the assignment as agreed), Swiss Consulting shall be entitled to receive honoraries according to the time already spent and the full amount of expenses incurred. Neither of both parties shall be liable to cover any additional damages.
- (7) **Complaints by the client**
- (a) The client shall notify Swiss Consulting as soon as possible, but latest within 30 days after delivery of the respective output, **in written (fax or registered letter)** if and why he considers the consulting services as not duly provided. Otherwise, the consulting work shall be deemed as duly provided.
- (b) The remuneration agreed in the contract may only be reduced, if Swiss Consulting has been duly notified in written (Article 7a) **and** is unable or unwilling to provide the services agreed within an appropriate additional time frame.
- (c) Reduction of fees for the outputs that have not been duly delivered shall be subject to negotiation based on the value those outputs have in relation to the value they would have if duly provided.
- (8) **Limitation of liability of Swiss Consulting:** Except in the case of gross negligence, the financial liability for damages caused by the Swiss Consulting shall under all circumstances be limited to total value of the consultancy contract excluding expenses as defined in Article 3. The client shall be responsible to substantiate and proof any damage claimed.
- (9) **Court of jurisdiction and applicable law:** Unless otherwise agreed in written, place of jurisdiction for all disputes arising out of contractual relationships between Swiss Consulting and clients shall be Hanoi and Vietnamese laws apply.

Swiss Consulting Co. Ltd.
Daniel P. Keller, Director
(signed)