

General Terms and Conditions of Dr. Sherif El-Henaoui (3C³ / C4G)

1. Scope

The following Terms and Conditions (T&Cs) are valid for all activities of Dr. Sherif El-Henaoui (CHE-149.056.137). Dr. Sherif El-Henaoui is active in business consulting, training, coaching and advising services. The active brands used for sales and marketing are 3C³ for coaching services and C4G for business and management consulting.

2. Contracting

A contract is valid at the confirmation of Dr. Sherif El-Henaoui on a purchase order / Scope of Work Agreement by the client. This is typically based on a written proposal by Dr. Sherif El-Henaoui with one of the used brands to the client.

In addition, a contract is valid upon an online order of a client to products and services offered by Dr. Sherif El-Henaoui or one of its brands in an online form.

3. Prices

Prices are as indicated in the currency used in the proposal. All prices are excluding Value Added or Sales Taxes.

Also, the prices are excluding any additional taxation or possible travel or shipping cost.

The company takes the right to change the special prices or list prices at any time. Valid prices at the moment of contracting are binding for the entire contract unless price changes are agreed in the contract or until termination of contract.

4. Payment

The client is committed to pay the invoices sent by the company with 15 days from invoicing or at the indicated payment date on the invoice.

In case of unpaid invoices within the requested payment terms, the company will send a payment reminder to the client for immediate payment at maximum within a week from payment reminder. After that period the payment is due, and the company reserves all the rights to proceed with financial and legal steps to claim the unpaid invoice including all the extra costs that will occur due to that claim.

The company reserves the right to suspend the delivery of outstanding contracted services until all the due payments are paid by the client.

Also, the company may accept all common payment methods (credit card, Paypal, etc.)

5. Commitments of Dr. Sherif El-Henaoui

5.1. Delivery / deadlines

The delivery of the contracted services will be according to the agreed schedule in the proposal and contract. In case of any delay due to the nature of the project (e.g., dependence on 3rd party input), the new deadlines will be communicated in the project updates.

If the delay is due to reasons outside of the project work, the company will inform the client about the delay and communicate a new delivery date.

For online orders the company will inform the client at contract about the possible delivery dates. The exact dates for services (e.g., coaching sessions) will be scheduled according to the availability of the client and the company.

5.2. Location of delivery of services

Unless agreed otherwise in the contract, the delivery of the services will be fulfilled at the site of the company. If defined in the proposal or contract or any "Scope of Work" related agreement, the location of the services might be a client or 3rd party site in Switzerland or abroad.

The company reserves the right to deny the delivery of services in countries or territories declared as dangerous by the Foreign Ministry of Switzerland (EDA).

6. Duties of clients

The client is committed to fulfill all measures necessary to allow the company to deliver the contracted services. This includes but is not limited to the provision of the required data, information, access to portals or platforms. The client is committed to be present in time, on-site (also via the phone or other communication tools) with no delay. In case of possible delay or absence, the client is obliged to immediately inform the company, so that a new time / resource can be mutually scheduled.

For coaching sessions, the client is committed to be present on time in the session. In case of cancellation of a session at less than 24 hours prior to the session, the company reserves the right to charge 50%. In case of no-show 100% of the session will be charged.

7. Resignation

Both parties have the right to terminate the contract at any time. All the occurred expenditure and effort need to be compensated to the other party in its entirety. Resignation at inopportune times are not allowed, and the right for claims for damages remain reserved.

8. Exchange

An exchange of goods, services or payments are generally not allowable.

9. Resignation formalities

The client has the right within two weeks from the closure to withdraw from the contract. This needs to be in a written form equivalent to the contacting form. A timely withdrawal guarantees the client to make usage of its right to withdraw from the contract. The client covers all the costs related to this withdrawal and any other costs that have occurred on the company's side (purchase of market research, licenses, etc.). In case of return of goods, the goods need to be returned in its original form (e.g., not to open sealed licenses); otherwise a claim for damages remain reserved up to the entire payment of the related goods / services.

10. Warranty

The general rules and regulation for warranty are valid.

Any damage due to a service of the company need to be claimed immediately. The company will decide if and how to compensate for the claimed damage.

11. Liability

Any liability for any indirect results of the delivery of the company's services are entirely excluded. Die Haftung für jegliche indirekte Schäden und Mangelfolgeschäden wird vollumfänglich ausgeschlossen.

The liabilities for direct damages are limited to 5,000 CHF or the contract value, whatever is lower. Liabilities due to gross negligence or intent are excluded.

The client is requested to immediately claim all the direct damages caused by the services of the company.

Any liability for auxiliary persons is totally excluded.

12. Data protection

The company can use, process, store and disclose client data acquired from the contracting and services conducted to the client. The company does all the necessary measures to protect client's data according to the ruling laws and regulations.

Data confidentiality is one of the highest priorities of the company towards their clients. However, the client is aware and declares its admission and allowance for the company to process, store and share its data. Sharing data occurs in special situations such as legal requests, where the company is obliged and eligible to share client data.

Unless explicitly prohibited by the client, the company reserves the right to use customer references or testimonials for marketing purposes.

13.Changes

The Terms and Conditions may be changed by the company at any point in time. They become valid from the moment of publication on the websites of the company and its brands.

14.Priorities

These T&Cs have the highest priority with respect to all older and other T&Cs of the company. Only special terms and conditions in a client contract that specify more the details of the same T&Cs have a higher priority and validity.

15.Severability clause

In case of one clause or one annex of the T&Cs are not valid or legal, the remainder of these T&Cs are untouched. The contract partners will be replacing the invalid clause with another valid one, that is as close as possible to the current T&Cs. The same applies to any possible gaps in the ruling contract.

16. Applied law / responsible court

These terms are under the Swiss law. Unless otherwise determined, the responsible court for any dispute regarding any contract or agreement based on these T&Cs is the court at the site of the company. The UN agreement regarding international product purchase (SR 0.221.221.1) is explicitly not applicable.