# General terms and conditions

For fiduciary, accounting, tax and advisory services of dador.ch GmbH. Version 1.0 · valid from 7 November 2026.

**Binding version:** this English text is a translation provided for information purposes only. Only the German version of the general terms and conditions (AGB) is legally binding. In the event of any discrepancy or difference in interpretation, the German version prevails. The German version is available at dador.ch.

## Important notes on essential contractual provisions

By accepting a quote, signing a mandate agreement, placing a mandate expressly or tacitly, using services, or entering into and continuing a business relationship with dador.ch GmbH, the client confirms that they have taken note of these general terms and conditions.

This applies in particular if dador.ch begins work, provides services, issues invoices or receives payments from the client with the client's knowledge and consent.

The provisions highlighted below are essential parts of the contract and are expressly brought to the client's attention.

- Availability and incorporation of the terms and conditions, including online provision and download option, in accordance with clause 2.
- Takeover of mandates, previous year's figures, preliminary work by third parties and missing or incomplete documents in accordance with clause 4.
- Credit limit of a maximum of two open invoices or a total outstanding balance of no more than CHF 1,800.00 excl. VAT (CHF 1,945.80 incl. VAT), and suspension of work when these limits are reached, in accordance with clause 9.
- Rules on payments on account, advance payments and security deposits in the event of an increased risk of default in accordance with clause 9.
- Security deposit, set-off of due claims against the security deposit and obligation to replenish the security deposit in accordance with clause 9.
- Possibility of initiating debt collection proceedings or collection measures for the entire outstanding and due balance in accordance with clause 9.
- Exclusion of liability and the client's own responsibility for statutory, official and contractual deadlines during a justified suspension of work in accordance with clause 9.
- Additional fees for official inspections, audits, special mandates and reviews of earlier data in accordance with clauses 10 and 4.
- Identification, information and reporting obligations and possible suspension of work if evidence is missing in accordance with clause 11.
- Limitation of liability and exclusion of certain damages, including damages from criminal, administrative and official proceedings, in accordance with clause 12.
- Client's responsibility for deadlines as well as force majeure, technical faults and cyber attacks in accordance with clause 13.
- Obligation to give notice of complaints and possibility of rectification in accordance with clause 14.
- Exclusion of liability and no guarantee of completeness after documents have been handed over to the client in accordance with clause 15.
- Consent to electronic communication, including messenger and telephony services, in accordance with clause 7.

- Termination rules, termination at any time under Art. 404 of the Swiss Code of Obligations (CO), termination at an inopportune time and liability for damages in accordance with clause 17.
- Exercise of legally permissible rights of retention in the event of outstanding claims in accordance with clause 17.
- Copyright and rights of use to the terms and conditions and other documents in accordance with clause 19.

*Note on highlighting: particularly important or strict clauses are additionally marked in the main text below with a coloured background and a gold edge so that they are clearly recognisable for the client.*

## 1. Scope

These general terms and conditions (T&C) govern all business relationships between dador.ch GmbH (hereinafter «dador.ch») and its clients.

They apply in particular to services in the areas of bookkeeping, accounting, payroll administration, personnel administration, tax advice, tax returns, business consulting, financial advice, administrative services and other fiduciary services as individually agreed.

Deviating agreements must be made in writing.

## 2. Availability and incorporation of the terms and conditions

**The current version of these general terms and conditions is published on the dador.ch GmbH website, where it can be viewed, downloaded and saved at any time.**

**By placing a mandate, accepting a quote, signing a mandate agreement, using services, or entering into and continuing a business relationship, the client confirms that they have had the opportunity to take note of these terms and conditions.**

**If dador.ch provides the client with the terms and conditions electronically, as a download link, as a file, as a printout or by reference to the website, this constitutes an opportunity to take note of them, provided the reference is made before or at the latest at the start of the business relationship or the placing of the mandate.**

## 3. Placing of mandates

A mandate is deemed to have been validly concluded as soon as a written offer has been accepted, a written or electronic instruction has been given, or dador.ch begins work with the client's knowledge and consent.

The scope of the services owed results from the respective quote, the mandate agreement, the actual instruction and the nature and objectively necessary requirements of the respective business case. dador.ch is entitled to carry out all work that appears necessary or expedient in its professional judgement in order to perform the mandate properly.

## 4. Takeover of mandates and preliminary work by third parties

**When a mandate is taken over from a previous fiduciary, adviser, bookkeeper, service provider, employee of the client or any other third party, the client is obliged to provide in full all documents required for a proper takeover of the mandate.**

**These include in particular the last legally valid annual financial statements consisting of balance sheet and income statement, the complete accounting journal and other documents and evidence required to continue the mandate.**

**If the required documents are not provided, are provided late or only incompletely, dador.ch is nevertheless entitled to take over the mandate and continue it on the basis of the information available. In this case, all opening balances, previous year's figures, entries, declarations, reports and other data taken over are deemed to have been adopted and accepted by the client.**

**In such cases, dador.ch gives no guarantee for the completeness, accuracy or legal compliance of the data taken over and is not liable for errors, inconsistencies, omissions or damage resulting from incomplete or incorrect documents, previous year's figures or data. All resulting risks remain with the client.**

**dador.ch is not obliged to check accounts, financial statements, tax returns, payroll statements, VAT returns, notifications, reports or other work of previous fiduciaries, service providers, employees of the client or other third parties for completeness, accuracy or legal compliance.**

**dador.ch may in principle assume that the data, documents and reports taken over are correct and complete, unless obvious inconsistencies are apparent.**

**The review, cleansing, reconstruction, reconciliation or correction of accounts, annual financial statements, tax documents or other work by third parties is not part of an ordinary takeover of a mandate. Such work is considered a separate special mandate and is charged according to time spent or as separately agreed, independently of the actual management of the mandate.**

## 5. Client's duty to cooperate

The client undertakes to provide all information, documents and evidence required to perform the mandate completely, up to date and truthfully.

The client must notify changes in their personal, tax or business circumstances without delay.

dador.ch is entitled to regard the information provided by the client as complete and correct and, in principle, to rely on it without special review.

The client is solely liable for damage, additional work or delays caused by late, incomplete or incorrect information.

## 6. Confidentiality and data protection

dador.ch treats all information and documents of the client confidentially and complies with the applicable Swiss data protection provisions.

Data is only passed on to the extent necessary to perform the mandate, required by law or expressly approved by the client.

## 7. Electronic communication

**The client expressly agrees that communication and the transmission of information, documents and instructions may take place via electronic means of communication. This includes in particular email, telephony services, video conferencing systems, messenger services such as WhatsApp, Signal, Telegram, Threema or comparable applications, and other existing or future communication platforms.**

The client acknowledges that electronic means of communication may involve security risks and that complete confidentiality, integrity, authenticity or availability of data transmission cannot be guaranteed at all times.

The client has the right at any time to determine the type of electronic communication they wish to use or to exclude individual communication channels. Such wishes or changes must be communicated to dador.ch in writing and only become binding once confirmed in writing by dador.ch.

To the extent permitted by law, dador.ch accepts no liability for data loss, transmission errors, system failures, cyber attacks, unauthorised access by third parties or other damage arising from the use of electronic means of communication.

## 8. Fees and expenses

Remuneration is based on individual agreement, quote, mandate agreement or actual time spent.

In addition to the agreed fee, all expenses and incidental costs actually incurred may be charged to the client. These include in particular postage, copies and printouts, fees of authorities and official bodies, travel expenses, expenses and costs of third parties, costs of certifications, commercial register fees, debt collection costs and costs for external specialists.

All prices and fees are exclusive of statutory value added tax, if and to the extent applicable.

## 9. Invoicing and payment terms

Invoices from dador.ch GmbH are payable within 20 days of the invoice date without deduction.

**dador.ch is entitled to request reasonable advance payments, payments on account or security deposits before starting or continuing work.**

**For new clients with extensive or particularly labour-intensive mandates, an advance payment is due. This applies in particular if the expected workload is considerable or if there is already an increased financial risk for dador.ch at the outset.**

**For new clients where there is an increased risk of payment default due to creditworthiness, existing debt collection proceedings, certificates of loss, known payment history, economic circumstances or other objective circumstances, acceptance of the mandate is conditional on a payment on account, advance payment or security deposit agreed with the client in advance. The amount depends in particular on the expected scope of work and the recognisable risk of default. dador.ch is entitled to begin work on the mandate only after receipt of the agreed payment or security.**

**dador.ch may also request advance payments or payments on account from existing clients for extraordinary, extensive or particularly time-consuming mandates. The same applies in the event of repeated payment delays, poor payment behaviour, regular reminders or other circumstances indicating an increased risk of default.**

**dador.ch may agree with the client on the provision of a security deposit. The security deposit serves to secure existing and future claims of dador.ch arising from the business relationship. If due claims are not settled or the credit limits set out in these terms and conditions are reached, dador.ch is entitled, to the extent permitted by law, to set off outstanding and due claims against the existing security deposit.**

**If the security deposit is used in whole or in part to settle outstanding claims, the client is obliged to replenish the deposit to the agreed amount at the request of dador.ch. dador.ch is entitled to suspend all work until the agreed security has been fully restored. A security deposit is not an advance payment for specific services and is not continuously offset against duly paid invoices. After the end of the business relationship and full settlement of all claims, any remaining security deposit will be refunded to the client.**

dador.ch is entitled to suspend the start of new work and the continuation of ongoing mandates until the requested advance payment, payment on account or security has been received in full. Advance payments and payments on account made are credited in full on invoicing or in the final statement.

Once the client is in default, a reminder fee of CHF 30.00 is charged per reminder. In addition, default interest of 5% per annum is owed on the outstanding amount.

In principle, a maximum credit limit of two simultaneously open invoices or a total outstanding balance of no more than CHF 1,800.00 excl. VAT (CHF 1,945.80 incl. 8.1% VAT) applies to all clients. As soon as three invoices are open at the same time or the total outstanding balance reaches the limit of CHF 1,800.00 excl. VAT (CHF 1,945.80 incl. VAT), dador.ch is entitled to suspend all ongoing work and services for the client concerned.

Work will only be resumed when, through payment of one or more outstanding claims, both the number of open invoices and the total outstanding balance are again within the aforementioned limits.

The resumption of work does not lead to an increase or cancellation of these limits. If three open invoices are reached again later, or the total outstanding balance again reaches the limit of CHF 1,800.00 excl. VAT (CHF 1,945.80 incl. VAT), dador.ch is entitled to suspend work again. This applies irrespective of whether individual invoices have been paid in the meantime.

A temporary continuation of work despite a limit being reached or exceeded is a voluntary gesture of goodwill by dador.ch and neither constitutes a change to the agreed limits nor gives the client a right to corresponding treatment in the future. dador.ch is not obliged to provide further services on credit beyond the aforementioned limits.

If there are three outstanding claims, or if at least two outstanding claims have already been subject to a reminder, dador.ch is entitled, after expiry of the applicable payment or reminder period, to initiate debt collection proceedings or collection measures without further notice. Debt collection proceedings or collection measures may in each case cover the entire balance outstanding and due at that time.

If dador.ch suspends work because of due or outstanding claims, because the credit limits set out in these terms and conditions have been reached, because an advance payment, payment on account or security deposit has not been made, or because a security deposit has not been replenished, the client bears all resulting consequences and risks.

To the extent permitted by law, dador.ch is in particular not liable for missed deadlines, reminders, consequences of default, fines, surcharges, additional tax claims, default interest, debt collection proceedings, loss of legal remedies, disadvantages vis-à-vis tax authorities, social insurance institutions, compensation funds, VAT authorities or other authorities, or any other direct or indirect damage and consequential damage arising due to or during such a justified suspension of work.

During the suspension of work, the client remains responsible for complying with statutory, official and contractual deadlines and for taking necessary action in good time themselves or having it taken by a third party.

dador.ch is not obliged to continue deadline-related or other work during a justified suspension of work, unless mandatory statutory provisions provide otherwise.

## 10. Representation before authorities, legal advice and special mandates

Where necessary and requested by the client, dador.ch is entitled to represent the client vis-à-vis tax authorities, social insurance institutions, compensation funds, VAT authorities, professional associations and comparable bodies, provided a corresponding power of attorney or legal basis exists.

Unless expressly agreed in writing, the mandate does not include legal advice by a lawyer, representation in litigation or representation before courts.

Accompanying or supporting the client during official inspections, audits or reviews is in principle an additional service and is charged separately. This applies in particular to reviews or inspections by tax authorities, VAT authorities, compensation funds, SUVA, withholding tax authorities, professional associations, auditors or other supervisory and control bodies, and to objection, supplementary tax, back-charge or similar proceedings.

## 11. Money laundering, identification and legal obligations

dador.ch may at any time request from the client proof of identity, information on beneficial owners, details of the origin of assets or other information required by law or regulation.

If such information or evidence is not provided, is provided late or incompletely, dador.ch is entitled to suspend work, refuse mandates or terminate an existing mandate in accordance with the statutory provisions.

dador.ch is entitled and obliged to fulfil statutory reporting, information and cooperation obligations vis-à-vis authorities, supervisory bodies or other competent bodies. No claims may be asserted against dador.ch as a result.

## 12. Liability

dador.ch is liable exclusively for damage demonstrably caused by intentional or grossly negligent conduct on the part of dador.ch. To the extent permitted by law, any further liability is excluded.

In particular, dador.ch is not liable for damage arising from incorrect, incomplete, late or misleading information provided by the client. Liability for indirect damage, consequential damage, financial loss, loss of profit, business interruption, consequences of default, additional tax claims or other financial disadvantages of the client is also excluded.

Furthermore, dador.ch is not liable for costs, damage, fines, procedural costs, penalties, financial losses or other disadvantages arising in connection with criminal investigations, criminal proceedings, administrative proceedings or official investigations against the client, its governing bodies, employees or beneficial owners, unless these are directly attributable to intentional or grossly negligent conduct by dador.ch.

Claims by authorities, business partners, employees, creditors, associations, insurers or other third parties against the client do not give rise to any liability on the part of dador.ch.

The liability of dador.ch GmbH is in any case limited to the total fees actually paid by the client during the last twelve months before the occurrence of the event giving rise to the damage.

## 13. Deadlines, appointments and force majeure

dador.ch endeavours to meet agreed dates and deadlines.

> **Responsibility for complying with statutory, official and contractual deadlines remains in principle with the client. dador.ch endeavours, where possible, to meet known deadlines, but cannot guarantee this if required documents or information are submitted late, incompletely or incorrectly.**

Delays attributable to late or incomplete documents from the client, processing times of authorities, force majeure, technical faults or other circumstances beyond the control of dador.ch do not give rise to liability.

> **If dador.ch is unable to provide its services, or unable to provide them on time, due to force majeure, technical faults, cyber attacks, official measures, failures of communication or IT systems or comparable events, there is no liability for resulting delays or damage.**

## 14. Complaints and rectification

The client must check the work results of dador.ch within a reasonable period after receipt and notify any complaints in writing without delay.

> **If there is a defect for which dador.ch is responsible, dador.ch must first be given the opportunity to rectify it within a reasonable time.**

> **Claims by the client for damages or a price reduction exist only if the statutory requirements are met and dador.ch has previously been given a reasonable opportunity to rectify the defect.**

## 15. Retention, archiving and digital documents

During an ongoing mandate, dador.ch keeps the client's documents entrusted to it to the extent necessary. A separate fee may be charged for storage, management and archiving, the amount of which depends in particular on the scope, volume and type of documents to be kept.

> **dador.ch is entitled to record, digitise and archive documents electronically and to store them digitally within the framework of the statutory requirements.**

Documents are generally kept for the statutory retention period, usually ten years, unless a shorter or longer statutory period applies.

The client may in principle archive their documents themselves. In this case, however, the current financial years and at least the two immediately preceding financial years always remain with dador.ch, insofar as this is necessary for the proper management of the mandate.

If the client decides to archive older documents themselves, they are responsible for ensuring that these can be made available again in full and within a reasonable period at any time if required. This applies in particular to inspections or audits by VAT authorities, the compensation fund, professional associations, auditors, courts, tax authorities or other control and supervisory bodies.

> **After documents have been handed over to the client, dador.ch accepts no further liability for their loss, damage, destruction, incomplete archiving, improper storage or other impairment.**

> **When the documents are handed over to the client, responsibility for their complete and proper storage passes to the client. If the client takes documents back in whole or in part, dador.ch can no longer guarantee their**

**completeness or unchanged condition from that point on.**

**In particular, dador.ch is not liable for documents, records or receipts that are lost, altered, destroyed, returned incomplete or no longer available for other reasons after handover.**

All client documents and original documents remain the property of the client at all times.

After expiry of the statutory retention periods, dador.ch is entitled to destroy existing documents in compliance with data protection law.

## 16. Involvement of employees and third parties

dador.ch is entitled to involve its own employees and internal assistants to fulfil its contractual obligations.

External specialists, partner companies, subcontractors or other third parties may be involved insofar as this is necessary for the proper management of the mandate, the client has consented to their involvement, or their involvement appears customary or expedient in the circumstances.

All persons involved are bound to confidentiality and to compliance with data protection requirements.

## 17. Termination of the mandate

**An existing mandate may be revoked or terminated in writing by either party at any time in accordance with the statutory provisions, in particular Art. 404 CO.**

**For organisational reasons, the parties aim for an orderly termination of the mandate at the end of a quarter or, for mandates agreed accordingly, at the end of a half-year. Such termination should, where possible, be announced in writing in good time.**

**Notice of termination or revocation must be given in writing and sent by registered mail or at least by A-Post Plus. The date of the postmark is decisive for compliance with any deadlines.**

**If notice of termination or revocation is given at an inopportune time, the terminating party remains liable for the resulting damage. Termination at an inopportune time is deemed to be, in particular, termination or revocation at a time when imminent statutory, tax, social insurance, accounting or official deadlines are affected, or when deadline-related work that has already begun cannot be properly completed without a reasonable handover.**

**If dador.ch terminates the mandate, dador.ch will still carry out those actions that are reasonable and cannot be postponed in order to avoid disadvantages for the client, provided the client fulfils their duty to cooperate and there are no legal or factual obstacles.**

Until the termination of the mandate takes effect, all ongoing work will be continued and invoiced in accordance with the existing agreements. Services already provided and expenses incurred remain owed in full.

**If the mandate is terminated, dador.ch expressly reserves the right to exercise all legally permissible rights of retention. The release of documents, documentation, work results or archives may be refused until all outstanding claims have been settled in full. This applies irrespective of whether the claims are held directly by dador.ch or are already being asserted by a collection agency, a legal representative or in debt collection proceedings.**

## 18. Conciliation and mediation

In the event of disagreements arising from or in connection with the mandate, the parties will first endeavour to reach an amicable solution. By mutual agreement, they may involve an independent conciliation or mediation body before initiating legal proceedings. The statutory conciliation procedure under the Swiss Civil Procedure Code remains reserved.

Recourse to a conciliation or mediation body only suspends statutory or contractual deadlines insofar as this is provided for by law or expressly agreed in writing between the parties.

## 19. Copyright and rights of use

**These general terms and conditions and all related documents, templates, forms, concepts, texts, working materials and content were created by dador.ch GmbH and are protected by copyright.**

**Any full or partial reproduction, publication, distribution, modification, use for one's own business purposes or use as a template for third parties without the prior written consent of dador.ch GmbH is prohibited. Uses permitted by law without consent remain reserved.**

**All rights to these documents remain with dador.ch GmbH.**

## 20. Severability clause

Should individual provisions of these terms and conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected.

The invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the original provision.

## 21. Applicable law and place of jurisdiction

Substantive Swiss law applies exclusively.

The place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the registered office of dador.ch GmbH, unless mandatory statutory provisions provide otherwise.

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