



GENERAL TERMS AND CONDITIONS



Our General Terms and Conditions (GTC) contain information about our services (consulting, valuation and transport) as well as about the rights and obligations of the GmbH and its customer. These GTC form an integral part of the offers of the GmbH and the contracts between the GmbH and its customer (as of February 2026).

CONTENT

1	Scope of application	2
1.1	Framework	2
1.2	Form	2
1.3	Applicable law	2
2	Services	3
2.1	Of the GmbH	3
2.1.1	Contract performance	3
2.1.2	Deadline and invoicing	3
2.2	Of the customer	3
2.2.1	Documentation access	3
2.2.2	Documentation accuracy	3
2.2.3	Duty to inspect and give notice of defects	4
2.2.4	Delay	4
3	Liability	4

3.1	Transport	4
3.2	Other services	4
4	Data	5
4.1	Use	5
4.2	Confidentiality	5
4.3	Own use	5
4.4	Reference	5

1 Scope of application

1.1 Framework

These General Conditions (GC) apply to the provision of services (consulting, valuation, and transport) by Héritage automobile GmbH (contractor, hereinafter referred to as GmbH) as well as to the contracts between the GmbH and its customer (client, hereinafter referred to as customer). These GC form an integral part of the GmbH's offers and contracts; customer's existing GC do not apply.

1.2 Form

All offers of the GmbH and all contracts between the GmbH and the customer (including subsequent amendments and extensions) require, in order to be valid, digital written form (file or email) with the corresponding signatures.

1.3 Applicable law

All offers of the GmbH and all contracts between the GmbH and the customer are governed by Swiss law. The exclusive place of jurisdiction for all disputes in connection with offers and contracts is Glarus Nord.

2 Services

2.1 Of the GmbH

2.1.1 Contract performance

The GmbH undertakes to perform the contract in a diligent and professional manner. It regularly informs the customer about the progress of the performance of the contract. The customer has the right at any time to obtain information about all parts of the contract.

The GmbH shall inform the customer without delay of any circumstances that may impair the performance of the contract as soon as they become known.

Services that go beyond the agreed scope of services but are relevant to protecting the interests of the customer shall be additionally paid for by the customer. The GmbH shall promptly inform the customer about the extended scope of services and the resulting costs.

2.1.2 Deadline and invoicing

Compliance with the agreed deadline by the GmbH presupposes the timely fulfilment of all obligations of the customer. Invoicing shall take place after acceptance of the results of the contract by the customer.

2.2 Of the customer

2.2.1 Documentation access

The customer shall provide the material required for the provision of the service and the necessary documentation.

2.2.2 Documentation accuracy

The GmbH assumes that the provided documentation is complete and accurate. Unless expressly agreed otherwise, the GmbH is not obliged to verify the accuracy, completeness or any possible inconsistencies of this documentation.

2.2.3 Duty to inspect and give notice of defects

The customer shall inspect the results of the contract without delay and notify the GmbH in writing of any objections within 48 hours of receipt. Failing this, the results of the contract shall be deemed accepted. In the event of a justified objection, the GmbH shall correct the results of the contract at its expense.

2.2.4 Delay

The customer shall be in default of payment if they delay the due payment despite a reminder or fail to fulfil their payment obligation in whole. Upon expiry of the payment deadline of the first reminder, the customer shall owe the GmbH, in addition to the invoiced amount, statutory default interest of 5 percent.

3 Liability

3.1 Transport

The condition of the transported vehicle on behalf of the customer shall be documented before and after transport by the GmbH. The vehicle is insured by the GmbH for a contractually defined value. No liability shall be assumed beyond this value.

3.2 Other services

If GmbH has evaluated a vehicle or parts thereof on behalf of the customer, it shall not be liable for hidden defects or damage to the vehicle or parts thereof. Liability for slight negligence is excluded. The responsibility for implementing or omitting measures developed and recommended by GmbH lies exclusively with the customer.

All information, whether from the GmbH's own sources or provided by the customer, is prepared in behalf of the customer with due care to the best of the GmbH's knowledge. However, the GmbH does not guarantee the accuracy or completeness thereof.

The total liability of the GmbH is limited to the amount of the agreed fee.

This limitation applies to all types of damage, regardless of the respective legal basis.

4 Data

4.1 Use

The generated data is intended for the use and general information of the customer. It may only be used for a purpose other than that agreed in the contract after prior consultation with the GmbH.

4.2 Confidentiality

The GmbH as well as any third parties engaged undertake to treat all generated data on behalf of the customer confidentially and not to make it accessible to third parties without the customer's consent.

4.3 Own use

The GmbH reserves the right to freely use the generated data on behalf of the customer and the data provided by the customer for its own purposes, provided that no conclusions about the customer can be drawn by third parties.

4.4 Reference

Upon request, the customer grants the GmbH the right to include the customer in the GmbH's reference list and to name the customer as a reference. The customer may revoke this right at any time.