



# General Terms and Conditions of Casulo AG

## General information

Casulo AG rents out a furnished house in Davos and offers relocation services for both private customers and employees of business customers.

The activities of Casulo AG are divided into two areas:

*Casulo Relocation* for Relocation Services - the terms and conditions of Casulo AG of Casulo Relocation apply.

*Casulo Homes* for the Rental of a Furnished house in Davos - the terms and conditions of Casulo AG and Casulo Homes apply.

Detailed service descriptions are set out in the respective contract agreements.

The following terms and conditions apply to all contractual relationships with Casulo AG from 1.9.2025. By accepting one or more offers and using the relocation services of Casulo Relocation, the General Terms and Conditions are deemed to have been accepted.

## GTC of Casulo Relocation

The respective contract applies to the listed services and prices. In case of changes, Casulo Relocation reserves the right to adjust the corresponding price, always after written confirmation by the client / client.

Additional services will be charged on an hourly basis after consultation with the customer (excl. 8.1 % VAT).

### Art. 1 Casulo Relocation service application

Casulo Relocation starts work as soon as the contract is signed by both parties and the services have been confirmed in writing. Confirmations by e-mail are legally valid. It is the customer's responsibility to take internal security precautions regarding e-mail traffic. Casulo Relocation will contact the customer within one working day of receipt of the order.

Casulo Relocation's responsibility is limited solely to assisting the Client in providing the services described in the Contract Agreement. Without the written consent of the person authorized to place the order, Casulo Relocaion will not perform any additional tasks outside of the agreed packages.



## **Art. 2 Apartment Rental**

Casulo Relocation is not a party to any rental agreements or other agreements concluded between the customer and third parties.

Casulo Relocation acts exclusively as an intermediary for the customer in the search for and securing the property. The customer is fully responsible for understanding and complying with the terms of the contracts concluded.

Once a client has informed Casulo Relocation of their choice of property and receives a commitment to the property, they undertake to use the property under the conditions signed in the application. The agreed service is thus fulfilled.

If the client decides otherwise, Casulo Relocation reserves the right to charge the client in full for the work performed or, by arrangement, to offer an additional package of services for a new apartment search.

Casulo Relocation will always do its best to secure the rental property, taking into account the usual market conditions and accepted business practices. However, Casulo Relocation cannot be held responsible for the rejection of a rental application.

## **Art. 3 Deposit for rental properties**

Casulo Relocation assists customers in negotiating the release of the deposit at the end of the rental period. However, Casulo Relocation cannot be held liable for a security deposit that is not released by the landlord.

## **Art. 4 Tenant search**

Casulo Relocation undertakes to propose suitable and credible prospective tenants within the framework of the agreements reached. The final decision on the conclusion of the contract with a tenant is exclusively the responsibility of the landlord.

Casulo Relocation is entitled, to the extent legally permissible, to obtain information and references about prospective tenants from third parties. Casulo Relocation does not assume any liability for the accuracy or completeness of the information received.

## **Art 5. Residence and Work Permits**

Casulo Relocation assist clients in applying for or suspending a work or residence permit . Casulo Relocation cannot be held liable for a rejection of an application. The responsibility of an application lies with the customer. The decision on acceptance lies exclusively with the Cantonal Employment and Migration Office and cannot be influenced.



#### **Art. 6 Fees and expenses**

External costs and costs of third parties are not included in the agreed prices and will be invoiced separately. If the customer wishes to have lunch, he must bear the costs incurred himself, unless a different written agreement has been expressly made.

#### **Art. 7 Cancellation/termination of the contract**

In case of cancellation of the contract less than 48 hours before the start of the service, 50% of the cost will be charged.

If, during the process, the Client or the Client decides to stop using Casulo Relocation's services, the actual hours spent and the costs to third parties will be charged.

#### **Art. 8 Invoices and Payments**

Unless otherwise agreed, a deposit of 50% is due upon confirmation of receipt of the order. The balance is due after the service has been rendered, or after the client has signed a lease agreement for an apartment. Unless otherwise agreed, the final invoice is payable within 30 days and will be sent to the client/customer by e-mail in PDF format.

The invoice shows all agreed services and the costs incurred, such as lunch or parking fees.

Depending on the order, the customer can be billed up to 100% of the services in advance.

All prices are quoted in CHF and do not include 8.1% VAT.

#### **Art. 9 Business Hours**

Casulo Relocation's office hours are Monday to Friday between 09:00 and 17:00. Public holidays are classified as non-working days. On request, we are also available outside business hours.

For services that take place on Saturday, a surcharge of 25% will be charged. For Sundays and public holidays, a surcharge of 50% applies.

A day is based on 8 hours of work, including meetings and phone calls, administrative work and research.



## Casulo AG: General Liability and Data Protection

### Art. 10 Liability of Casulo AG

Casulo AG is liable exclusively for damages that are attributable to intentional or grossly negligent conduct (Art. 100 para. 1 CO).

Casulo AG does not assume any liability for the accuracy and completeness of any information, documents or translations provided to the Client orally, informally or in writing

Liability for slight negligence as well as for indirect damages, in particular financial and consequential damages and loss of data, is excluded to the extent permitted by law.

Liability for services or obligations of third parties who are not representatives or auxiliary persons within the meaning of Art. 101 CO is excluded.

The maximum liability of Casulo AG is limited to the amount of the contractually agreed fee for the respective service.

Mandatory statutory provisions, in particular regarding personal injury (Art. 100 para. 2 CO), are reserved.

### Art. 11 Data protection and confidentiality

Casulo Ltd. treats all customer data confidentially and in accordance with the Swiss Data Protection Act. (DSG)

Disclosure to third parties will only take place if this is necessary for the performance of the contract or required by law. In addition, all confidential documents provided by the customer to Casulo AG will be used exclusively for the purpose of carrying out the necessary activities related to the execution of the order and for the performance of all contractually agreed services.

For private individuals, the following applies: By accepting the General Terms and Conditions, your personal data may be processed by Casulo AG in accordance with the data protection agreement.

For companies, the following applies: By accepting the General Terms and Conditions, it is confirmed that they have obtained the consent of employees or customers to share personal data and that Casulo AG may process this data in accordance with our data protection agreement.



**Art. 12 Contract amendments**

Additions or amendments to the contract must be made in writing.

**Art. 13 Severability Clause**

Should any provision of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.

**Art. 14 Applicable law and place of jurisdiction**

Swiss law applies exclusively. The place of jurisdiction for all disputes is the registered office of Casulo AG in the canton of Graubünden.