

General Terms and Conditions

for claims reviews and other advisory assignments · translation, the German version prevails

1. Scope

These General Terms and Conditions (GTC) apply to all assignments that Björn Jung, sole proprietorship, 6005 Lucerne, Switzerland (the "Contractor"), carries out for companies and other organisations (the "Client"). The offer is aimed exclusively at clients with their registered office in Switzerland. No contracts are concluded with consumers.

Anything stated in the quote takes precedence over these GTC. The Client's own terms only apply if the Contractor agrees to them in writing.

2. Conclusion of the contract

The contract is concluded when the Client accepts the quote in writing; an email is sufficient. Quotes are valid for 30 days. The version of these GTC published on bjoernjung.ch when the quote is accepted applies.

3. Nature of the service: communication and evidence check

The Contractor collects the environmental claims within the agreed scope and gives a professional assessment of each one: whether it is specific, clear and supported by the material available, how high he rates the risk of it being challenged, and how it could be worded better. This includes a list of the evidence he considers missing. References to legal provisions are given for orientation.

The service is not legal advice, not a legal opinion and not representation before authorities, courts or third parties. The Contractor is not a lawyer. He checks whether evidence exists and is relevant to the claim, not whether it is technically or arithmetically correct, unless the quote expressly says so. The service is not a certification and not a label.

The Contractor owes careful performance, not a particular result. In particular, he does not warrant that authorities, courts, competitors or consumer organisations will assess the claims in the same way.

4. Standard of review and reference date

The standard is the Swiss Federal Act against Unfair Competition (UWG), in particular Art. 3 para. 1 lit. b and x, and, for communication aimed at customers in the EU, Directive 2005/29/EC as amended by Directive (EU) 2024/825.

Unless the quote says otherwise, the service does not cover:

- a. the national laws of the EU member states that transpose the directive, or their case law,
- b. sector-specific law, for example on food, cosmetics, medicinal products, chemicals, energy or packaging,
- c. trademark, copyright, data protection and price indication law,
- d. markets outside Switzerland and the EU.

Images, symbols and design are taken into account insofar as they contain a recognisable environmental claim. The assessment is based on the material received and the legal situation on the date of the report. The Contractor is not obliged to update it for later changes in law, case law or practice.

5. Client's cooperation

The Client provides the agreed material completely and on time and answers questions. The Client is responsible for the accuracy of its information and evidence.

The Client decides for itself whether and how to implement the suggestions and approves copy, packaging and marketing material on its own responsibility. It replaces placeholders in the suggestions with its own, substantiated figures. Before decisions with major financial consequences, such as printing packaging or launching large campaigns, and in the case of warning letters or proceedings, the Contractor recommends involving a lawyer.

6. Dates

Delivery dates run from receipt of the complete material. They are target dates unless the quote expressly calls them binding. If material is missing or the scope changes, the dates move accordingly.

7. Prices and payment

The price in the quote applies. A fixed price covers the scope described there. Additional work, for example on further channels, markets or a re-check, is only carried out after prior agreement and is charged by time at the hourly rate in the quote. Discounts and discount codes only apply if they are mentioned before the quote and appear in it. They cannot be combined or applied retroactively. All prices are in Swiss francs. The Contractor is currently not registered for VAT and does not charge VAT.

The invoice is issued on delivery of the report and is payable within 30 days without deduction. In the event of late payment, the Client owes default interest of 5 % per year.

8. Termination

Either party may end the assignment at any time. Work already done is paid by time at the hourly rate in the quote, up to the agreed fixed price at most. Any obligation to pay damages for termination at an inopportune time is governed by law.

9. Liability

The Contractor is liable by law for damage he causes intentionally or through gross negligence. Liability for slight negligence is excluded to the extent permitted by law.

Where the Contractor is nevertheless liable, his total liability arising from an assignment is limited to the fee for that assignment. To the extent permitted by law, liability for indirect and consequential damage is excluded, in particular for the costs of reprinting, recalling or redesigning packaging and marketing material, for the costs of warning letters and proceedings, for fines and contractual penalties, for lost profit and for damage to reputation. Liability for auxiliary persons is limited to the same extent.

The Client reports any complaints about the report within 10 working days of delivery. The Contractor has the first right to supplement or correct the report.

10. First call and free offers

The free first call serves to agree the scope, channels and markets. Individual claims are not assessed in a binding way. For information given in the first call and for free tools such as the green claims quick check at check.bjoernjung.ch, the Contractor is only liable for intent or gross negligence.

11. Confidentiality and data protection

The Contractor treats the Client's material as confidential and does not pass it on to third parties. He stores and transmits it using common, protected email and cloud services. He only enters the Client's material into AI tools with the Client's prior consent. If the parties have signed a non-disclosure agreement, it takes precedence. Otherwise the privacy notice at bjoernjung.ch/legal applies.

12. Rights of use and references

The Client may use the report and the suggested wording freely for its own communication and internally. It may pass the report on to its advisers, lawyers and authorities. Publishing the report, or stating in advertising that the claims have been "checked" or "approved" by the Contractor, requires his prior written consent. The Contractor's methods, templates and checklists remain his.

The Contractor only names the Client as a reference with its prior written consent.

13. Final provisions

Changes and additions to the contract must be made in writing; an email is sufficient. If a provision is invalid, the others remain valid and the rule closest to the purpose of the invalid one applies. Swiss law applies. The place of jurisdiction is Lucerne. These GTC exist in German and English. In the event of discrepancies, the German version prevails.