

InnoFoodTech Terms of Service

1. Service Proposal

1.1 Services and Deliverables: The professional services and deliverables offered by Innofoodtech are detailed in the “Proposal.” The person, firm, or company to whom the Proposal is addressed shall be designated as the “Client.”

1.2 Quotation Validity: The quotation for fees and costs is valid for 30 days. After this period, Innofoodtech reserves the right to amend its quotation.

1.3 Acceptance Confirmation: The Proposal is accepted upon written confirmation from the Client to the designated Innofoodtech representative(s) listed in the Proposal.

1.4 Fee Adjustments: Innofoodtech may modify fees to meet project objectives, subject to client consent. Changes initiated by the Client that affect project scope are subject to Innofoodtech’s consent. Both parties will mutually agree to fee modifications in writing.

1.5 Cost Adjustments: Agreed costs are based on current market averages. Any client-initiated changes that affect project scope or incur additional costs will result in cost adjustments.

1.6 Invoice Adjustments: All adjustments to fees and costs due to agreed-upon changes will be detailed in the final invoice.

1.7 Currency and Conversion: Fees are quoted in Euros. Any currency conversions agreed upon will be based on rates at acceptance and revalued at project completion.

1.8 Confidentiality of Proposal: The Proposal content is confidential, intended only for the named recipient(s), and requires Innofoodtech’s written consent for third-party disclosure.

1.9 Restrictions on Use: Proposal content is for the recipient’s use only and must not be copied, modified, or distributed without Innofoodtech’s permission.

1.10 Intellectual Property: All design and layout in the Proposal remain the property of Innofoodtech.

2. Termination Clauses

2.1 Notice Requirement: Written notice for cancellation or postponement is required, directed to the Innofoodtech representative listed in the Proposal.

2.2 Termination for Convenience: Either party may terminate the agreement at any time by providing 15 days written notice to the other party.

2.3 Termination for Cause: Either party may terminate the agreement immediately upon written notice if the other party breaches any material term or condition of this agreement and fails to cure such breach within 15 days of receipt of such notice.

2.4 Cancellation Costs: The Client is liable for costs and fees incurred up to the point of cancellation, calculated on a pro-rata basis.

3. Payment Terms

3.1 Invoicing Stages: 40% of the fees and costs will be invoiced upon acceptance, with the balance invoiced after final delivery.

3.2 Payment Deadline: Invoices are due within 30 days, with late payments incurring a 1.5% monthly interest charge.

3.3 Bank Charges: The Client bears any bank charges, ensuring the invoiced amount remains unaffected.

3.4 Payment in Euros: Payments will be made in Euros unless a different currency is agreed upon.

4. Confidentiality

4.1 Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all non-public information disclosed by either party, whether orally, in writing, or otherwise, including but not limited to technical data, formulations, processes, prototypes, research results, specifications, business information, strategies, and know-how.

4.2 Confidentiality Obligation

Each party agrees to treat all Confidential Information of the other party as strictly confidential and to use such information solely for the purpose of performing the agreed services. Confidential Information shall not be disclosed to any third party without prior written consent, except where disclosure is required by law.

4.3 Exclusions

Confidential Information does not include information that:

- (a) is or becomes publicly available through no breach of this Agreement;
- (b) was lawfully known by the receiving party prior to disclosure;
- (c) is independently developed by the receiving party without use of the other party's Confidential Information.

4.4 Duration

The confidentiality obligations under this clause shall survive termination of the Agreement for a period of five (4) years, or indefinitely with respect to trade secrets.

5. Intellectual Property (IP) Rights Service

5.1 Ownership of Deliverables: All intellectual property (IP) in the deliverables produced by as part of the services, including but not limited to reports, strategies, and analyses, will be the exclusive property of the Client upon full payment of all fees and expenses. However, Innofoodtech retains the right to use general knowledge, experience, skills, and techniques acquired during the project.

5.2 Pre-existing IP: Any pre-existing intellectual property owned by Innofoodtech and used in providing services to the Client remains the property of Innofoodtech.

6. Client Responsibilities

6.1 Information and Access: The Client agrees to provide timely access to all information and resources necessary for Innofoodtech to perform the services. This includes but is not limited to data, company reports, and access to personnel.

6.2 Decision and Approval: The Client is responsible for making timely decisions and approvals to facilitate the project's progress according to the agreed-upon timeline.

7. Output

7.1 Disclaimer on Recommendations: Innofoodtech is not liable for consequential or special damages arising from the use of its recommendations.

8. Liability

8.1 Liability Cap: Liability is limited to the fee amount of the relevant Proposal, with a maximum of 1,000,000 Euros.

8.2 Exclusions: Liability for indirect and consequential damages is excluded.

8.3 Claim Period: Damage claims must be filed within 12 months of occurrence.

10. Non-Exclusive Relationship

10.1 Industry Expertise: Innofoodtech reserves the right to serve various clients, leveraging its industry knowledge for all client benefits.

10.2 Exclusivity: Innofoodtech can represent other clients unless mutually agreed upon the commissioning of the project.

11. Governing Law and Jurisdiction

11.1 These terms and conditions, and any agreement to which they apply, are governed by and construed in accordance with the laws of Switzerland.

Any dispute arising out of or in connection with these terms and conditions shall be submitted to the exclusive jurisdiction of the competent courts of Canton Vaud, Switzerland.

12. Force Majeure

12.1 Exemption for Uncontrollable Events: Neither Innofoodtech nor the Client shall be held liable for any failure to fulfil their contractual obligations if such failure is due to events beyond their reasonable control, including but not limited to natural disasters, governmental actions, or global pandemics.

12.2 Adaptation to Circumstances: In the event of a force majeure, Innofoodtech reserves the right to modify service delivery terms, including deferral of completion dates or adjustments to the scope of work, without liability to the Client.

13. General Provisions

13.1 Entire Agreement: These Terms and Conditions, together with any Service Proposals and appendices, constitute the entire agreement between Innofoodtech and the Client, superseding all prior agreements and understandings, whether written or oral.

13.2 Severability: If any provision of these Terms and Conditions is found invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

13.3 Waiver: The failure of either party to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or of the right to enforce it later.

13.4 Notices: All notices and communications must be in writing and will be considered given when received by the designated representative of Innofoodtech and the Client as specified in the Service Proposal.

14. Terms & Conditions Amendments

14.1 Updates and Revisions: Innofoodtech may periodically update or revise these Terms and Conditions. Clients will be notified of significant changes, which will take effect upon the next engagement or renewal of services.

Last updated 03 February 2026