

# General Terms and Conditions GTC

The General Terms and Conditions create the necessary legal base for all contracting parties supporting the mutual confidence among them

## 1. Company

Ckmediadesign is to be conceived as a private company created according to the rules of the Swiss legislation and jurisdiction and registered in the trade register, with the purpose to produce and realise visual communication projects. Owner with single signature is Christian Küchler.

## 2. Projects

### 2.1 Contracts

The contracts between clients and CKmediadesign are considered work contracts in accordance with the Swiss Code of Obligations (OR Art. 363ff.). A work contract is usually recorded in written form.

The work contract between CKmediadesign expressly excludes responsibilities for third parties and subcontractors. The project management and/or the co-ordination of third suppliers and all other associates is based on mandates. Verbal placed orders usually are confirmed in written form.

Every posterior modifications to the contract, during or after completion of the order, requires a written attestation and agreement of the direct contracting parties. For consequences emanating from contract modifications CKmediadesign will not accept any legal liabilities, accountable to the client, third parties or subcontractors.

### 2.2 Offers

CKmediadesign offers its services as precisely as possible in every case and using generally a common commercial and design-specific language.

Other requests not contained in the original offer will be shown and charged separately. Assignments to third parties or subcontractors will be separately accounted by CKmediadesign in name of the final customer and their respective commissions will be shown as separate settlements.

### 2.3 Separate Services

Under separate services are to be understood all services which are not expressed as components of the main contract, like: counselling, consulting, workshops and training courses or additional unscheduled extraordinary operating efforts, as well as partner-briefings/ subcontractor acquisition and/or -controlling; or adjustments because of wrong supplies, blunder of third parties/subcontractors, and also e.g. extraordinary administrative costs of any kind. These will be charged with CHF 150.-/hour by monthly account.

CKmediadesign is not generally obligated to inform before about the direct necessity to charge for extraordinary services, however CKmediadesign usually makes contact in advance with the client.

Procrastination of the project course of action by the client could lead to additional charges.

### 2.4 Overshooting/undershooting

By overshooting the offered package price/hours, the client must be informed if these exceed 15% of the total volume.

In case of undershooting the offered package price/hours by more than 10%, the client will receive a proportionate credit note or a reimbursement.

CKmediadesign will inform the client about exceeding costs or missed deadlines, latest before  $\frac{2}{3}$  of the elapsed timeframe for the project. In case of procrastination of the project proceedings by the client, third parties or subcontractors CKmediadesign will not accept any legal liabilities. Procrastination could lead in these cases to additional charges.

### 2.5 Liabilities

The client is solely responsible and in full-extent for the editorial contents, as well as taking care of the design, and/or the conception and the original programming, during and after delivery, and assumes liabilities against third parties as well as to CKmediadesign.

CKmediadesign appears between the customer, third parties, partners and subcontractors/suppliers only as a mediator. The contractual relations exist always directly between customer, third parties, partners and subcontractors/suppliers. Liabilities of any kind against third parties, partners and subcontractors are excluded. CKmediadesign archives a current copy of all project-relevant data during 5 years on CD, for their quality/life span any liabilities are rejected.

## **2.6 Copyrights**

After delivery and acceptance of the projects/services all rights and obligations go to client. CKmediadesign remains as the proprietary of the copyright. Inventions also remain as intellectual property of CKmediadesign. If not differently agreed, the author appears in form of a note, and/or with a link to him in all provided media, like printed products, Internet-applications, CDs, etc. Without an expressed different agreement the performed projects will be used as a reference for business development and self-marketing.

## **2.7 Commercial usability**

CKmediadesign reserves itself the right to use the tools, utilities, programs, etc. created in connection with the completed services and deliveries for further other purposes.

## **2.8 Proprietary rights**

All work of CKmediadesign as well as of their subcontractors and sub-suppliers remain unreserved as property of CKmediadesign, respectively subcontractors and sub-suppliers, until delivery and/or acceptance and complete payment of the performed services.

## **3. Rendering of invoices**

### **3.1 Monthly account**

If not differently agreed with CKmediadesign, this will present a monthly calculation (calendar month) in form of an account statement.

For small and single orders that could be completed within four weeks, a calculation will be presented immediately after conclusion. All blanket rates represent hourly accounts.

### **3.2 Payment period**

The period of time fixed for payments for all calculations amounts 30 days starting from the invoice date. By unclear credit-worthiness of the client and the final customer, also within an unclear economic development of these, CKmediadesign could present an invoice for at least one third of the entire foreseeable costs of the project as an advance payment.

## **4. Nondisclosure**

The secrecy and privacy of the customer and/or client data are at any time warranted, and the client commits itself to restraint specific sensitive data of the operations, in particular concerning the know-how provided by CKmediadesign as well as auxiliary means like project management tools (project sites, task handling, check lists, training course documents, etc.).

## **5. Applicable law/Court of jurisdiction**

It exclusively applies the current Swiss jurisdiction and legislation. The court area of jurisdiction is solely the city of Zurich.

## **6. Validity**

The General Terms and Conditions apply in the present version starting from April 1<sup>st</sup> 2016, and replace all earlier versions, nevertheless these could be modified without an advance notice at any time by CKmediadesign, except during a current order/project.

Any other agreements or provisions require to be documented in written form.

If individual parts of the GTC should come in contradiction or be in any way invalid because of enhancements to the current jurisdiction/legislation, then the prevailing jurisdiction/legislation will be used. Thereby the validity of all remaining conditions will not be affected.