



CDESIGNS

A DIVISION OF CLAUDIA DARGEL

General Terms and Conditions

Area of Application

Cooperation with cdesigns Claudia Dargel is subject to the following General Terms and Conditions (GTC). They form an integral part of all offers, acknowledgements of orders and billing. Deviations herefrom require a written agreement.

Offers

The prices quoted in the offers are based on the data in the technical specifications. Offers that are made on the basis of imprecise documents and data or on documents that have not yet been received are without obligation and the prices quoted are indicative only. The prices quoted in unlimited offers cease to be valid after 6 months. Offers/acknowledgements of orders are personalised for each client and must not be divulged without the approval of cdesigns Claudia Dargel.

Prices

Unless agreed otherwise, the prices that are quoted or confirmed are net prices plus VAT. Additional costs that are not stated in the offer or acknowledgement of order will be listed separately in the invoice.

Terms of Payment

Unless stated otherwise in the offer or acknowledgement of order, the invoice amount is payable within 30 days from the date of issue of the invoice without any deductions. The goods supplied remain our property until payment has been received in full. If orders necessitate tying up substantial financial resources, either for material and outsourced work or because the job will take more than two months to complete, we are entitled to require advance payments to cover our outgoings. The level of the advance payments and their due dates are stated in the acknowledgement of order.

Delivery Deadlines

Firm delivery dates only apply if we receive the essential documents (camera-ready art and text templates, lithographs, manuscripts or data carriers, fair copy, etc.) on the agreed date and in the agreed form (quality).

Involvement of Third Parties

cdesigns Claudia Dargel may use the services of third parties to fulfil an order. Contact with third parties will take place exclusively through cdesigns Claudia Dargel. The client agrees to pay for such services.

Copyrights

The copyright in creative and artistic services by cdesigns Claudia Dargel is based on the statutory regulations. Other uses require our express approval. The copyrights in all work (concepts, drafts) created by cdesigns Claudia Dargel strictly belong to cdesigns Claudia Dargel. cdesigns Claudia Dargel may use these rights (copyright and related rights) in accordance with the regulations of the Federal Law. These regulations stipulate, inter alia, that the client is not entitled to make changes to the work concerned - in particular to the design - without the consent of cdesigns Claudia Dargel. The idea and design remain the intellectual property of cdesigns Claudia Dargel. In the event of similarities between the ideas/design and an existing product or company, cdesigns Claudia Dargel will endeavour to draw attention to this fact, but will not guarantee exclusivity. Decisions and clarifications in this connection are the responsibility of the client. cdesigns Claudia Dargel assumes that the contents and ideas supplied by the client belong to the latter and may be used freely. cdesigns Claudia Dargel does not assume any liability if this is not the case.

Right of Reproduction

All camera-ready art and text templates, samples and so on provided to us by the client are reproduced and printed on condition and on the assumption that the client owns the relevant reproduction rights. This also applies to stored archive data and the reuse of such data. The client is obliged to adhere to the copyrights and other third-party rights in the data provided by cdesigns Claudia Dargel and must have permission to publish and/or change such data. cdesigns Claudia Dargel does not assume liability for loss or alteration of the data. cdesigns Claudia Dargel is not permitted to use the data for its own purposes or for the purposes of third parties. cdesigns Claudia Dargel is not obliged to make detailed individual enquiries to ascertain whether the contents are likely to breach the applicable law or general sense of justice. This is the sole responsibility of the client.

Additional Costs

Costs incurred by the client or his authorised representatives that are not included in the offer (such as correction and/or revision of templates and manuscripts, additional processing of data carriers or text/graphics data as well as poor quality or missing material or material that is poorly suited for reproduction) will be charged additionally.

Auto-corrections

Auto-corrections (subsequent changes to the text, image conversions, page proofing and so forth) are not included in the prices quoted and will be charged additionally on a time spent basis.

Customary Tolerances

Customary deviations in workmanship and materials, particularly in cutting precision, faithfulness of the reproduction, tonal value and quality of the print media (paper, cardboard, etc.) are reserved.

Excess or Short Deliveries

Excess or short deliveries up to 10% of the quantity ordered - up to 20% for extra production of the material - may not be rejected, unless agreed otherwise. The quantity actually delivered will be billed.

Notice of defects

The work delivered by us shall be inspected upon receipt. Any complaints concerning quality and quantity shall be made within 8 days from receipt, otherwise the delivery is deemed to have been accepted.

Limitations of Liability

Manuscripts, data carriers, lithographs, originals, photographs, etc. that are entrusted to cdesigns Claudia Dargel as well as stored printed matter and other objects supplied will be treated with the ordinary duty of care. The client is responsible for taking out insurance cover or for bearing additional risks without the need for a separate written agreement. Liability towards the end user for any other claims brought in respect of direct or indirect damage that has arisen as a consequence of defects, late delivery or misunderstandings, and which exceeds the value of the order is excluded, subject to the mandatory regulations of the Product Liability Law of 1.1.1994. Liability for data loss is excluded, cdesigns Claudia Dargel cannot be held liable for other losses or claims.

Electronic Data and Data Transfer

cdesigns Claudia Dargel does not accept any liability for data supplied by the client (on a data carrier or via a modem), if its content is inaccurate or incomplete. Neither does cdesigns Claudia Dargel accept liability if standard processing or use of the data supplied is not possible, thereby resulting in qualitative defects in the printed product. We do not accept any liability for loss of data supplied for further processing. Our liability is limited to mistakes that we ourselves have made.

Data Storage

We store all the data that we process for two years, unless agreed otherwise. The data are available to the client at all times in their original form. Any costs incurred for repeated processing, formatting and issue will be billed. Storage beyond the aforementioned period must be expressly requested and will be subject to a charge.

Approval of Proofs

Proofs (test prints, proofs, plots, copies, files, etc.) will be submitted to the client for approval before completion of the order: The client is obliged to check these proofs for errors and to return them within the agreed deadline with instructions for any corrections required and marked fair copy. cdesigns Claudia Dargel is not liable for errors that escape the client's notice. If the Client waives submission of proofs for his approval, in accordance with the agreement, the client shall bear the full risk of such waiver.

Storage of the Working Documents

There is no obligation to store working documents (files, negatives, colour separation proofs, photolithographs, gang negatives, typesetting, proof sheets as well as tools) without a written agreement.

References

cdesigns Claudia Dargel is generally entitled to quote work that is completely or partially completed as references. cdesigns Claudia Dargel will duly notify the client in advance.

Non-fulfilment of an Order

If cdesigns Claudia Dargel is unable to fulfil an order contrary to the acknowledgement of order issued, cdesigns Claudia Dargel will endeavour to offer the Client alternatives, but reserves the right to rescind the agreement. If the client cancels an agreed order, cdesigns Claudia Dargel is entitled to charge the client for the services provided and the costs incurred prior to the cancellation.

Place of Performance and Jurisdiction

The ordinary courts in Zurich have jurisdiction to hear disputes, unless agreed otherwise. Swiss law shall apply.

Acceptance

By placing an order, the client is explicitly accepting these General Terms and Conditions.

Zurich, August 2012