

## 1. Scope

- 1.1 These General Terms and Conditions regulate the business relations between the Client and JESSICA JAEGER GRAPHIC DESIGN. They are an integral part of the order. Deviations from these GTC must be in writing.
- 1.2 The General Terms and Conditions apply to all business transactions, including all future follow-up transactions, including those concluded orally, in particular by telephone.

## 2. Services

- 2.1 JESSICA JAEGER GRAPHIC DESIGN provides the following services in the field of visual communication:
  - Order preparation and order planning
  - Concept and design
  - Detail design and execution
  - Realisation and production monitoring

## 3. Fee

- 3.1 If no explicit agreement has been made about the fee, JESSICA JAEGER GRAPHIC DESIGN charges an hourly rate of SFr. 90.- .
- 3.2 VAT will not be charged. JESSICA JAEGER GRAPHIC DESIGN is not subject to VAT.
- 3.3 The order volume is defined in a written offer. Unpredictable work such as necessary additional work due to changed specifications, corrections and adjustments to the design after the concept/draft phase and services not listed in the offer will be notified to the client in good time and invoiced on the basis of a list on an hourly basis. The minimum unit for invoicing is 0.25h.

## 4. Terms of payment

- 4.1. Payment deadline is 14 days net from date of invoice. JESSICA JAEGER GRAPHIC DESIGN is entitled to appropriate payments on account in the event of considerable expenditure of time for the fulfilment of the order.
- 4.2. JESSICA JAEGER GRAPHIC DESIGN has to make the billing based on the offer.
- 4.3. If an order is reduced or cancelled, JESSICA JAEGER GRAPHIC DESIGN is entitled to the fee according to the hours worked. In addition, JESSICA JAEGER GRAPHIC DESIGN has the right:
  - on settlement of expenses and advance payments to third parties,
  - compensation for all damages resulting from the reduction or cancellation,
  - to use his previous work elsewhere in the event of cancellation of the order.
- 4.4 The Client shall be in default with payment if he does not pay within 15 days of the invoice being sent without a reminder being required. In the event of default in payment, a default interest of 5% shall be charged.

## 5. Intellectual property

- 5.1. The customer (Client) expressly acknowledges the intellectual property (intellectual property rights) of JESSICA JAEGER GRAPHIC DESIGN or the corresponding author, in particular the copyright to created works or services, regardless of the carrier medium (analogue and digital data). This also applies to design proposals enclosed with offers.

## 6. Copyright and right of use

- 6.1. The rights to copyrighted works, in particular drafts (sketches, layouts) and work drawings (final art), remain with JESSICA JAEGER GRAPHIC DESIGN or the authors. The copyright is not transferred. The client receives the rights of use necessary for the use. These may only be used for the agreed purpose. Unless otherwise agreed, the content, time and geographical use by the Client refers to the one-time use.
- 6.2. In particular, works, order documents or parts thereof created by JESSICA JAEGER GRAPHIC DESIGN which are handed over to the client may only be used within the scope of the agreed order. Unless otherwise agreed, the content, time and geographical use by the client refers to the one-time use of the works created by JESSICA JAEGER GRAPHIC DESIGN. For any use outside the purpose of the contract, the client must obtain the permission of JESSICA JAEGER GRAPHIC DESIGN and pay the corresponding fee.
- 6.3. Without the consent of JESSICA JAEGER GRAPHIC DESIGN, the client is not entitled to make changes to the relevant works, in particular to the design or details. Furthermore, he is not entitled to grant his customers and partners rights of use without JESSICA JAEGER GRAPHIC DESIGN being financially involved.
- 6.4. The rights of use are only transferred to the client after full payment of the fee. The rights of use for unrealized works, which have been compensated on a time and material basis or created within the scope of a project planning order and paid for as a lump sum, remain with JESSICA JAEGER GRAPHIC DESIGN.
- 6.5. The author's personal right remains with JESSICA JAEGER GRAPHIC DESIGN or the authors. They determine the nature and designation of their authorship. JESSICA JAEGER GRAPHIC DESIGN is entitled to designate their authorship of the created works in a suitable place.

## 7. Disclaimer

- 7.1. In the case of processing, adaptation or transformation of works of third parties (e.g. design works, photos, texts, samples, electronic data, etc.) supplied by the Client himself, JESSICA JAEGER GRAPHIC DESIGN can assume without express notice that the necessary licenses for such uses are available and that no rights of third parties are violated accordingly. JESSICA JAEGER GRAPHIC DESIGN does not make any license inquiries and assumes no liability for delivered material.

## 8. Order placement

- 8.1 The order can be placed verbally, in writing by e-mail or by letter and automatically presupposes that these General Terms and Conditions have been read and accepted. As a rule, the first meeting of the order is free of charge.
- 8.2 If the execution of the order is delayed for reasons for which the Client is responsible, it may be that JESSICA JAEGER GRAPHIC DESIGN only continues to work on the project if its other obligations allow it.

## 9. Delivery dates

- 9.1. JESSICA JAEGER GRAPHIC DESIGN endeavours to meet the agreed delivery dates as accurately as possible. Agreements on delivery dates require written form and are only binding if the presupposed or agreed delivery dates are adhered to. If the delivery of the working documents or the good for printing by the Client is delayed, JESSICA JAEGER GRAPHIC DESIGN is no longer bound to the originally promised delivery date.

## 10. Freedom of design, corrections

- 10.1. JESSICA JAEGER GRAPHIC DESIGN enjoys creative freedom in the artistic realization of the commission. If the implementation does not meet the taste of the client or if the style does not meet the expectations of the client, this alone does not constitute a lack of services.
- 10.2. If the client wishes to make changes during or after production which are not included in the price, he must bear the additional costs incurred as a result.
- 10.3. Any proposals and instructions of the Client have no influence on the amount of the remuneration and do not constitute a joint copyright.

## 11. Specimen copies

- 11.1 JESSICA JAEGER GRAPHIC DESIGN is to be provided with 10 unsolicited perfect documents (in the case of valuable pieces a reasonable number) of all works produced (including reprints). JESSICA JAEGER GRAPHIC DESIGN reserves the right to use and publish these documents as proof of performance of its work.

## 12. Materials and external costs

- 12.1. Consumables and data carriers for normal use (presentations, customer copies, printing documents) are included. Print-outs (copies), materials specially requested by the customer and additional duplicates will be charged additionally.
- 12.2. External costs such as image rights, lithography, fonts, text control, programming and hosting costs or printing costs are not part of the offer.

## 13. Warranty

- 13.1 JESSICA JAEGER GRAPHIC DESIGN does not give any performance guarantees for your services nor do they offer any such guarantees for performance fees.
- 13.2 JESSICA JAEGER GRAPHIC DESIGN accepts no liability for defects which are to be expected according to tolerances customary in the industry, for example in the case of colour and dimensional deviations. JESSICA JAEGER GRAPHIC DESIGN is liable for the loss of documents and data only in case of gross negligence, but not in case of force majeure.

## 14. Retention of data

- 14.1. JESSICA JAEGER GRAPHIC DESIGN is obliged to keep order documents, final artwork, etc. for a period of one year after completion or delivery. Furthermore, JESSICA JAEGER GRAPHIC DESIGN is released from further storage unless otherwise instructed in writing by the Client. Should the documents be kept longer, the conditions must be agreed separately. For extensive work, JESSICA JAEGER GRAPHIC DESIGN may charge the storage media pro rata. The production data remain in the possession of JESSICA JAEGER GRAPHIC DESIGN and will only be passed on upon express request.

## 15. Confidentiality

- 15.1. JESSICA JAEGER GRAPHIC DESIGN treats all information and documents which it receives directly or indirectly from the client as strictly confidential.

## 16. Applicable law and place of jurisdiction

- 16.1 The business relations between the client and JESSICA JAEGER GRAPHIC DESIGN are subject to Swiss law. Unless the terms and conditions of JESSICA JAEGER GRAPHIC DESIGN provide otherwise, the provisions of the Swiss Code of Obligations in Art. 394 et seq. on simple contracts shall apply. Place of jurisdiction is Bern.