

General Terms & Conditions

1. Contractual relationship

These general terms and conditions regulate the contractual relationship between the agency Crealto GmbH, hereinafter named "Crealto", and the client who uses the services of Crealto. They are integral to each order placed. Any differing terms must be agreed in writing.

2. Loyalty and trade secrecy

Crealto commits itself to executing tasks assigned to it in a careful and responsible manner. Project-related information will be treated confidentially. Crealto commits itself to working objectively and in line with the client's aims.

3. Obligation to cooperate and placing an order

The client shall support Crealto in the rendering of the agreed services by providing clear, timely instructions as well as forwarding all necessary information. Additional costs incurred through non-fulfilment of the obligation to cooperate on the part of the client will be charged through Crealto.

4. Third-party services

Crealto works with selected specialists for printing, manufacturing, programming, photography, text, and editing services. Towards third-parties, Crealto acts in the name of the client. Outside services shall be specified and settled through the individual companies with separate quotes.

5. Intellectual property

All works and ideas produced by Crealto are at all times the intellectual property of Crealto. The client shall recognise the intellectual property rights of Crealto. Without the prior approval of Crealto, no person shall be authorised to alter the works produced.

6. Rights of use

Unless otherwise agreed, the content, place, and timeframe of use by the client shall pertain to the one-time use of the product created. For further use the client shall obtain permission from Crealto and compensate it appropriately. If advertising media (logos, slogans, appearances, etc.) are used on a long-term basis, the corresponding right of use shall additionally be integrated into the quote. Unlawful use of any intellectual property belonging to Crealto shall lead to a contractual penalty.

Private clients shall acquire the full copyright exclusively for the private use of photos. Corporate clients shall acquire the copyright of photos for the internet and for small print-runs (up to 1000 copies). In the case of larger print-runs or large commercial usage, the usage license shall be included in the corresponding quote. Subsequent usage licenses shall be settled using the standard commercial procedure. The copyright shall only be effective and transferred to the client after full payment is made. Crealto may include all works produced in its portfolio and use them as sample images in offers (internet and printed material).

Conception: Concepts and design proposals requested by the client are separate services to be remunerated by the client and shall remain the property of Crealto.

Photo material: The client acknowledges that photo material provided by Crealto is protected by copyright in accordance with the URG (Swiss Federal Copyright Act of 9 October 1992). The client has no right of retention of the provided photo materials and RAW files shall remain the property of the photographer.

The client must handle all materials made available to it with due care.

Software: All work outcomes arise from Open Source Software unless otherwise explicitly agreed upon by the client and Crealto. The copyright for this third-party software shall adhere to the individual third-party.

If Crealto has created its own software for a client, the rights to the code shall adhere to Crealto.

7. Guarantee

Crealto assumes with regards to data and documentation provided by the client, which serves Crealto for any further processing, that authorisation to use said information has been granted and does not infringe the rights of third parties accordingly.

8. Data and documents

Crealto endeavours to save and store the image data for as long as possible. This data normally remains in the archive for two years. From then on, without instruction to the contrary, Crealto shall be exempt from storing this data any longer. The client shall be responsible for archiving and maintaining its own records. Production data shall remain the property of the agency and will only be passed on upon special request (see also paragraph 6).

9. Quotes

The initial quote based on approximate specifications shall be regarded as an estimate and is free of charge. Transportation costs, material costs and author's corrections (see also paragraph 12) are not included in this quote. These shall be additionally invoiced at cost. The price maintenance of quotes from Crealto ceases after 60 days. Work costs are invoiced per full and half hours or in lump sums.

10. Placing an order

Placing an order can be done orally or in writing by fax, email or post and automatically implies these general terms and conditions have been read and accepted. The first consultation is free of charge. From an order volume of over CHF 20,000 Crealto shall require the order in written form in addition to a valid signature of the client.

11. Release for printing

The client shall undertake to check all control documents submitted to it before the finishing of the product and, so far as there are no necessary changes to be made, return these documents marked "good for printing". This "good for printing" can also be done by email. The release for printing stands for form, design and content but not for paper and image quality or colour precision. Crealto shall not be liable for any defects that have not been disclosed prior to printing.

12. Author corrections

Author corrections are to be made by the client and are not an additional service offered. This includes incorrect data or data that is not in accordance with the initial quote made as well as subsequent changes. The necessary amendments to the chosen proposal are included in the quote. Any changes beyond this are treated as author corrections. Author corrections shall be accounted for separately.

13. Proof/Documents

Five proofs from all work produced must be supplied to Crealto. Crealto has the right to publish and to use these proofs as proof of performance for its work.

14. Invoices and VAT

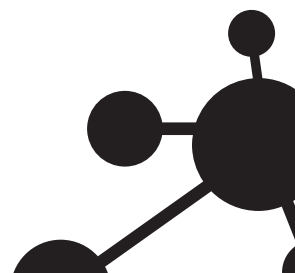
All quotes do not include VAT and are net sums in Swiss francs. The invoice amount is subject to VAT. Invoices are payable within 30 days of the date stated on the invoice unless otherwise specified. Fees for issuing payment reminders are charged at a flat rate of CHF 50. An additional 10% interest for late payment (of invoice total) will be charged starting from the date the payment was initially due.

15. Advance payments

For larger projects advance payments shall be paid. 50% of fees are to be paid on placement of order and the remaining 50% (plus costs for all possible additional services) are to be paid upon completion of the project.

16. Order reductions or cancellations

Should an order placed with us be reduced or revoked, Crealto is entitled to 50% of the fees agreed upon, if service has already begun. Should the order be completely cancelled, Crealto is entitled to the entire fee agreed upon. Furthermore the client must pay in full all expenses incurred for preliminary services of third parties.



17. Liability

Liability on the part of Crealto shall be limited to gross negligence and/or intentional culpability. Claims for damages shall be limited to the order value.

18. Defect complaints

Services and products provided by Crealto are to be immediately inspected upon receipt. All possible complaints are to be made within five working days.

19. Law and jurisdiction

The relationship between the client and Crealto is subject to Swiss law. The place of jurisdiction is Zurich, Switzerland.

