

GENERAL TERMS AND CONDITIONS

INOX COMMUNICATION SA

Generalities

1. NAME OF THE PARTIES

In these General Terms and Conditions, INOX COMMUNICATION SA is referred to under the name "Inox" and the other party as the "client".

2. SCOPE

The General Terms and Condition (hereafter GTC) govern relations between the client and Inox and are an integral part of the contract.

3. EXEMPTION

Any exemption to the GTC shall be subject to a special agreement in written form.

General framework of the contract

4. CONTRACTUAL FRAMEWORK

Inox undertakes to carry out the contract according to the offer provided and accepted by the client.

5. INOX SERVICES

Inox supplies the services set out in detail in the offer accepted by the client.

6. DILIGENCE AND LOYALTY/CONFIDENTIALITY AND PROFESSIONAL SECRECY

Inox undertakes to perform the entrusted contract carefully and with all expected diligence.

Inox undertakes to respect the interests of the client by ensuring in particular that it respects the confidentiality of sensitive information it was aware of in the framework of the performance of the contract.

Inox is responsible for the diligence of its own employees who are in particular made aware of the need to observe professional secrecy.

7. RESPONSIBILITIES

7.1 GENERAL FRAMEWORK OF THE LIABILITY OF INOX

Inox undertakes to supply the best service possible to the client and is liable only in the event of gross negligence.

Inox's overall liability for all actions that may arise directly or indirectly from this contract shall not exceed an amount equivalent to the sum of the invoices paid by the client for the project.

In no event shall Inox be liable for any loss of profit, revenue, contract, goodwill, reputation or other indirect or consequential damages or for any claims by third parties, regardless of the cause of the claim.

7.2 WRITTEN OR VISUAL CONTENT AND DATA

The client is solely responsible for the content and data it provides and makes publicly accessible to third parties; Inox assumes no duty to verify or monitor the content and data thus made public.

The client acknowledges and accepts that, as a result of the services offered, Inox may have access to certain products, information or elements in relation to its activity, which may involve customer files, personal data, technologies or any other potentially confidential element.

Inox, for its part, undertakes to use such data only in the context of the execution of the contract; in particular, Inox undertakes not to use such data, subject to the agreements made with the client, for its own account or that of a third party, nor to disclose to a third party any information of which it has become aware.

Legal obligations are of course expressly reserved.

Inox also confirms that it takes all appropriate measures to protect the confidentiality of the information.

8. THIRD PARTY WORK

8.1 SERVICES NOT SUPPLIED BY INOX IN ACCORDANCE WITH THE CONTRACT

Third-party work that is required for the execution of the contract and that is not part of the services provided directly by Inox in accordance with the contract shall be the subject of separate offers. Inox shall forward the offers of third-party service providers to the customer for signature, which means that the customer shall enter into a direct contract with the third-party service providers and not with Inox.

8.2 RIGHT TO SUBCONTRACT

Inox is entitled to subcontract the performance of its own services to third-party service providers, in which case it shall remain liable for the proper and faithful performance of the services to the same extent and in the same manner as for the services performed by itself.

9. COLLABORATION OF THE CLIENT

As is customary, the client shall provide Inox with written specifications. In the interest of proper execution of the contract, the client must then provide Inox, at its request, with the material at its disposal that is necessary for the execution of the contract, in a timely manner and ready for use.

10. MOCK-UPS

10.1 CONCEPTUALISATION PHASE

In the context of the contract, Inox may supply the client with up to 3 creative proposals. If the client requests additional proposals, Inox will carry out an additional study at the client's expense (further changes to the text, illustrations, layout, design in general) and submit a new mock-up. These additional services shall be invoiced in accordance with article 16 GTC.

10.2 REALISATION PHASE

After the conceptualisation phase and only after formal validation by the client, Inox supplies a mock-up of the end product and shall then proceed, if necessary, with author's corrections.

In any case, the unvalidated mock-ups remain the property of Inox, as do all related rights, in particular those of intellectual property.

11. FINAL PAGE PROOFS

The final page proofs must be dated and signed by the client.

Inox shall inform the client of the tolerances customary in the printing industry with regard to workmanship and materials, in particular with regard to the quantity delivered, cutting accuracy, reproduction accuracy, colour tones and quality of the printing materials.

The client may instruct Inox to monitor production, however this must be agreed in writing form between the parties.

12. DEADLINES

Inox undertakes to meet the contractual delivery deadlines provided that the client complies with the "duty to cooperate" (Art. 9 GC) and the payment conditions of Art. 15 GC.

In the event that a deadline has not been agreed upon, Inox shall execute the contract within a reasonable period of time, taking into account the circumstances and the rules and practices of the profession.

Inox is in particular not in default and is not liable if the delay in delivery is due to:

- Late delivery by the customer or a third party of the documents or materials required for the execution of the contract.
- Delivery by the customer or a third party of documents or materials that are not in conformity with the contract or that are defective.
- Non-payment of an advance payment due in accordance with 15 GTC.
- To a delay in the signature and issuing of final page proofs.
- To a case of force majeure and/or extraordinary and unforeseeable events.

The delivery periods stipulated in the original contract are no longer guaranteed if the client orders additional services or changes his requirements. In such a case, the parties must agree on a new schedule in writing. Failing this, Inox shall perform the modified services within an extended period of time that it deems reasonable according to the rules and practices of the profession.

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13. COPYRIGHTS

Inox creations, notably logos, graphical charters, concepts, slogans, mock-ups, source codes, ideas produced on behalf of the client (hereafter "Creations") are subject to intellectual property rights held by Inox.

After full payment of the agreed price and unless stipulated otherwise in the contract, Inox shall transmit the source files of the Creations to the client and shall grant the client the following licence:

Use: The client is authorised to use the Creations in accordance with their purpose and for its own use, including the right to make copies or presentations of the Creations.

Mention of the name: on request of Inox, the name of Inox Communication SA must be mentioned in accordance with uses (for example, credit on the legal information page of a website).

Right to modification: the client is authorised to make or have modifications made to the Creations within the limits of their purpose and for its own use, notably technical adaptations, modification of content.

Limits: the client is not authorised to supply or sell the Creations in their current form to third parties (for example, resale of the supplied concept).

In the case of proposals for collaboration, transmitted by Inox for any procedure such as evaluation, competition, call for tenders, etc., no intellectual property rights are transferred.

14. INOX RIGHT OF PUBLICITY

Inox shall be entitled to include in its own portfolio all creations made for the client (e.g., in a brochure or on its website), citing each time the name of the client and the date of creation.

The client shall be informed that Inox shall likewise authorise its employees who have contributed to the creation for the client to make use of this reference in their own portfolios, citing each time the name of Inox, the client and the creation date.

15. DATA PROTECTION

The rules for the protection of personal data are governed by the General Terms and Conditions for Data Protection (GTCP), which are an integral part of the contract.

16. PRICE AND PAYMENT CONDITIONS

15.1 PRICE DETERMINATION

The contract concluded by the parties shall specify the price and the terms of payment precisely.

If the price has not been negotiated, Inox's services shall be invoiced according to the actual time spent plus expenses at the hourly rate of CHF 175.

The prices are in Swiss francs and net, VAT in addition.

16.2 PAYMENT OF THE PRICE

Unless otherwise agreed in writing, payment of the price is payable in three instalments under the following conditions:

- The first instalment is due on signing the contract.
- The second instalment is due in the middle of the contract.
- The balance is due at the end of the contract.

If the client does not fulfil its obligations, notably if it does not supply, in accordance with the schedule, the information requested in accordance with its duty of collaboration, Inox shall be entitled to invoice the client for the amount of the advance payment corresponding to the next stage.

Inox shall not commence work until the initial down payment has been paid by the client; failure to pay a further contractually agreed instalment shall entitle Inox to suspend all activity on behalf of the client.

If the latter fails to perform its obligations within a reasonable period of time, Inox shall be entitled to the rights granted by articles 102 ss, including the right to withdraw from the contract and to claim damages.

17. ADDITIONAL COSTS

Additional services requested by the client during the execution of the contract shall be the subject of a separate offer. Failing this, they will be invoiced according to the time spent plus expenses at the hourly rate of CHF 175.

Considered as additional services are notably:

- Modification to the scope and content of the services initially agreed
- Additional work caused by the client or a third party due to non-compliance with the duty to cooperate or deadlines (article 9 and 12 GTC)
- The making of an additional mock-up during the conceptualisation phase according to article 10.1 GTC
- Author modifications exceeding the contractual framework according to article 10.2 GTC.

18. TERMINATION OF THE CONTRACT

Unless stipulated otherwise provided for in the individual contract, the parties may terminate the contract prematurely in the event of a breach of trust.

Inox shall be entitled to payment of its fees for the work performed up to the termination, as well as to compensation for all costs incurred and unavoidable by Inox, as well as to compensation for any damage suffered as a result of the termination. The specific provisions of the individual contract between the parties are reserved.

19. ARCHIVING

Inox keeps with no obligation for one year after the end of the contract the documents relating to performance of the contract.

Dispute

20. ACKNOWLEDGEMENT OF DEBT

The various documents signed by the client – notably the offer or the final print proofs – constitute an acknowledgement of debt within the meaning of the Law on debt enforcement and bankruptcy proceedings.

21. GOVERNING LAW

Swiss law is applicable to relations between the client and Inox.

22. PLACE OF JURISDICTION

The place of jurisdiction for any dispute that may arise between the parties concerning their contractual relations is Neuchâtel.