

General provisions

1. IDENTIFICATION OF THE PARTIES

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

2. SCOPE

These General Terms and Conditions (hereinafter "GTC") govern the relationship between the Client and Inox and form an integral part of the contract.

3. DEVIATIONS

Any deviation from the GTC must be agreed upon in writing.

General framework of the contract

4. CONTRACTUAL FRAMEWORK

Inox undertakes to execute the contract in accordance with the offer provided and accepted by the Client.

5. INOX'S SERVICES

Inox provides the services detailed in the offer accepted by the Client.

6. DUE CARE AND LOYALTY / CONFIDENTIALITY AND PROFESSIONAL SECRECY

Inox is bound by an obligation of means and does not guarantee any specific result or commercial performance (traffic, engagement, sales, brand awareness, conversions, etc.). Inox commits to executing the contract with care and the diligence expected. Inox agrees to safeguard the Client's interests, particularly by maintaining confidentiality over sensitive information acquired during the execution of the contract.

Inox is also responsible for the diligence of its own employees and ensures they are specifically made aware of the obligation to maintain professional secrecy.

7. LIABILITY

7.1. GENERAL LIABILITY

Inox undertakes to provide the best possible service to the Client and is only liable in cases of gross negligence.

Inox's total liability for all claims arising directly or indirectly from the contract may not exceed the total amount of the invoices paid by the Client for the project.

Inox shall in no case be held liable for any loss of profit, revenue, contracts, goodwill, reputation, or any other indirect or consequential damages, nor for third-party claims, regardless of the cause.

7.2. CONTENT AND DATA

The Client is solely responsible for the content and data they provide and make publicly available. Inox has no obligation to verify or monitor the published content and data.

The Client acknowledges that Inox, due to the services provided, may access certain information or elements related to its activities (such as client files, personal data, technologies, or other potentially confidential elements).

Inox agrees to use this information strictly for the performance of the contract and not, unless otherwise agreed with the Client, for its own benefit or for that of a third party, nor to disclose any such information to third parties.

All legal obligations are expressly reserved. Inox also confirms that it takes all appropriate measures to protect the confidentiality of such information.

8. THIRD-PARTY WORK

8.1. SERVICES NOT PROVIDED BY INOX UNDER THE CONTRACT

Third-party services required for the execution of the contract but not directly provided by Inox are subject to separate quotations. These offers are forwarded by Inox to the Client for signature. The Client then contracts directly with the third parties and not with Inox.

8.2. RIGHT TO SUBCONTRACT

Inox may assign the execution of its own services to subcontractors. In such cases, Inox remains responsible for the proper and faithful performance of the services as if it had performed them itself.

9. DIGITAL TOOLS AND ARTIFICIAL INTELLIGENCE (AI)

Inox reserves the right to use digital tools, including AI-assisted systems, when relevant to optimize design, analysis, content production, or project management. These tools are subject to human validation processes and do not affect confidentiality or intellectual property obligations. Inox remains solely responsible for the final result delivered to the Client.

10. DIGITAL DELIVERABLES

Inox delivers final files in static formats (PDFs, images, videos) or interactive formats (websites, interactive prototypes) as specified in the contract.

The Client only receives source files (e.g., InDesign, Illustrator, After Effects) if explicitly requested before the project begins, and only after full payment of the agreed services.

The delivery of source files is subject to applicable licenses for included elements (such as fonts, visuals, or third-party content). The Client assumes full responsibility for any modification, reproduction, or redistribution of these files.

11. DIGITAL COLLABORATION AND CLOUD HOSTING

Inox uses secure cloud solutions for sharing, collaboration, and temporary archiving of project-related documents. Files shared via external platforms (Google Drive, WeTransfer, Mural, Trello, etc.) remain available for a limited time at Inox's discretion, unless otherwise agreed. The Client is responsible for final backup of the delivered files.

12. CLIENT COLLABORATION

As standard practice, the Client provides Inox with a written brief. For successful contract execution, the Client must also provide, upon request, timely and usable materials necessary for the project.

13. MOCKUPS

13.1. CONCEPTUALIZATION PHASE

Inox may present up to 3 creative proposals. If the Client requests additional concepts, Inox will conduct a supplementary study at the Client's expense and deliver a new mockup. These additional services are billed according to article 19.

13.2. PRODUCTION PHASE

Once a concept is formally approved, Inox delivers a mockup of the final product and, if needed, proceeds with author corrections.

Unapproved mockups remain the property of Inox, along with all associated rights, especially intellectual property rights.

14. PRINT PROOFS

Print proofs ("bon à tirer") must be dated and signed by the Client. Inox informs the Client about the usual tolerances in the printing industry regarding execution or materials, particularly in terms of delivered quantity, cutting accuracy, reproduction fidelity, color tones, and the quality of print media.

The Client may entrust Inox with production monitoring, but this must be the subject of a written agreement between the parties.

15. DEADLINES

Inox undertakes to meet the contractual delivery deadlines provided that the Client has fulfilled its "duty of collaboration" (Art. 12 of the GTC) and the payment conditions specified in Art. 18 of the GTC.

If no specific deadline has been agreed upon, Inox will execute the contract within a reasonable timeframe, considering the circumstances and the rules and practices of the profession.

Inox is not in default and accepts no liability for any delay in delivery if it results from:

- late delivery by the Client or a third party of documents or materials required for the performance of the contract,
- delivery by the Client or a third party of non-compliant or defective documents or materials,
- non-payment of a due deposit according to Art. 18 of the GTC,
- delays in the signing and submission of print proofs ("bon à tirer"),
- cases of force majeure and/or extraordinary and unforeseeable events.

The delivery deadlines specified in the initial contract are no longer guaranteed if the Client orders additional services or modifies their requirements.

In such cases, the parties must agree in writing on a new schedule. Failing that, Inox will carry out the modified services within an extended timeframe it deems reasonable according to the rules and practices of the profession.

16. COPYRIGHT

Creations developed by Inox — including but not limited to logos, graphic charters, concepts, slogans, mockups, and ideas — made on behalf of the Client (hereinafter referred to as "Creations") are protected by intellectual property rights owned by Inox.

The Client is not authorized to provide or sell the Creations as such to third parties (for example, reselling a delivered concept).

In the case of collaboration proposals submitted by Inox for purposes such as evaluations, competitions, or calls for tenders, no intellectual property rights are transferred.

Usage

The Client is authorized to use the Creations solely in accordance with their intended contractual purpose.

Attribution

Upon Inox's request, the name "Inox Communication SA" must be credited appropriately and in line with standard practices (for example, as a credit on the legal notice page of a website).

Fonts and Typographic Licenses

Inox Communication SA uses, in the course of its graphic services (logos, visual identities, posters, videos, digital content, etc.), typefaces (fonts) that originate from:

- professional subscriptions (notably Adobe Fonts),
- commercial licenses acquired in its own name,
- open-source font libraries.

nox expressly draws the Client's attention to the fact that, under the applicable typographic license terms:

- No typeface, even if lawfully acquired or used by Inox, may be transferred, assigned, or installed on the Client's systems.
- Any Client wishing to use a font independently (for example, to edit files, distribute them internally, use them in software, on a website, or in print materials) must personally acquire the appropriate usage rights, under their own responsibility, from the relevant foundries or platforms.

Specifically, Inox does not include font files in the deliverables provided to the Client, even when source files (e.g., InDesign, Illustrator, or other editable formats) are delivered.

The Client expressly acknowledges that it is their responsibility to:

- verify that any future use complies with the applicable font licenses,
- acquire the necessary rights from the official foundries or distribution platforms (e.g., Adobe, MyFonts, Swiss Typefaces, etc.), especially when fonts are used internally (e.g., across multiple workstations, in internal communications, Word or PowerPoint documents, etc.).

17. INOX'S PROMOTIONAL RIGHTS

Inox is entitled to include, for the purpose of promoting its own business, all creations produced for the Client in its portfolio (for example, in a brochure or on its website), each time citing the Client's name and the date of completion. The Client is informed that Inox likewise authorizes its employees who contributed to the work carried out for the Client to use this reference in their own portfolio, each time citing the name of Inox, the Client, and the date of completion.

18. DATA PROTECTION

Rules governing the protection of personal data are defined in the General Terms and Conditions for Data Protection (GTDP), which form an integral part of the contract.

19. PRICES AND PAYMENT TERMS

19.1. PRICING

The contract concluded between the parties sets the price and defines the payment terms precisely. If no specific price is negotiated, Inox's services are invoiced based on the actual time spent plus expenses, at an hourly rate of CHF 175.-. Prices are quoted in Swiss francs, net, excluding VAT.

19.2. PAYMENT TERMS

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

- the first instalment is due upon signing the contract,
- the second instalment is due at the halfway point of the project,
- the balance is due at the end of the project.

If the Client fails to meet its obligations — notably by not providing, according to the schedule, the information required under its duty of collaboration — Inox is entitled to invoice the Client for the instalment corresponding to the next project stage.

Inox will not begin work until the initial instalment has been paid by the Client.

Non-payment of any further instalment as agreed in the contract authorizes Inox to suspend all work on behalf of the Client.

If the Client subsequently fails to fulfill its obligations within a reasonable timeframe, Inox is entitled to invoke the rights granted under Articles 102 and following of the Swiss Code of Obligations, including the right to withdraw from the contract and to claim damages.

20. ADDITIONAL COSTS

Any additional services requested by the Client during the execution of the contract will be the subject of a separate offer. Failing that, they will be invoiced based on the actual time spent plus expenses, at the hourly rate of CHF 175.-.

The following are considered additional services in particular:

- modifications to the scope and content of the initially agreed services,
- extra work caused by the Client or a third party due to non-compliance with the duty of collaboration or project deadlines (Articles 12 and 15 of the GTC),
- the production of an additional mockup during the conceptualization phase (Article 13.1 of the GTC),
- author modifications exceeding the contractual scope (Article 13.2 of the GTC).

21. CONTRACT TERMINATION

Unless otherwise stipulated in the specific contract, either party may terminate the agreement early in the event of a breakdown of trust. Inox is entitled to payment for the work carried out up to the date of termination, reimbursement of all costs incurred that cannot be avoided, and compensation for any damage resulting from the termination. Any specific terms in the individual contract between the parties remain reserved.

22. ARCHIVING

At its discretion, Inox retains the documents related to the execution of the contract for one year after its completion.

Disputes

23. ACKNOWLEDGMENT OF DEBT

Any documents signed by the Client — including the offer or print proofs — shall constitute an acknowledgment of debt within the meaning of the Swiss Federal Debt Collection and Bankruptcy Act.

24. APPLICABLE LAW

Swiss law applies to the relationship between the Client and Inox.

25. JURISDICTION

The forum for any dispute arising between the parties in relation to their contractual relationship is Neuchâtel, Switzerland.