



Terms and Conditions

The purpose of these Terms and Conditions is to define the working relationships between Sev'design SA and its clients, as well as the terms and progress of the work entrusted to the former. These terms and conditions are applicable unless otherwise stated in a written agreement signed by both parties. They are considered as accepted by the client for each contract carried out by Sev'design SA, immediately following the acceptance of the quotation.

1. Quotations

It is the client's responsibility to provide complete documents and clear indications in its quotation and price calculation requests. Sev'design SA reserves the right to revise the quotation if the client later formulates requests that were not included in the initial quotation request. A summary of the briefing is provided to the client with each quotation, so that the client can confirm the proper understanding of the contract. Quotations are valid for three months; after that period of time, Sev'design SA is no longer bound by the stated prices; if need be, Sev'design SA will provide the client with a new quote. In accordance with the profession's common practices, it is the client's responsibility to:

1. Provide a clear and precise briefing, preferably in writing.
2. Check the validity of the provided documents and deliver them according to the agency's instructions.
3. Check the texts and their contents, for which the client takes full responsibility, both for their translations and their spelling. Sev'design SA collaborates closely with a translation agency as well as professional copywriters; if their work needed to be translated, or its syntax or spelling corrected, the extra work would be charged over and above the quotation, unless otherwise agreed beforehand.
4. Meticulously control the final model before production.

Sev'design SA cannot be held responsible for errors due to the failure to abide by the above indications.

2. Work in the absence of quotations

Work provided without prior quotations is charged at the fixed hourly rate of CHF 180.-. A document indicating the working time and material used is attached to the invoice.

3. Third-party contractors

If Sev'design SA works with other contractors to carry out the work (photographs, copy, etc.), any alterations or other modifications that need be made to the files or documents provided will be invoiced over and above.

4. Reproduction rights

If the client provides Sev'design SA with documents, images, photos, texts, files or others, the client itself must be the copyrights' owner or have obtained the rights for reproduction as well as any other intended use and, if need be, have obtained the permission from the persons whose name, image or voice is used in these documents, images, photos, texts, files or others. This clause also applies to files archived on request of the client or the client's agent. The client hereby commits to relieve Sev'design SA of the consequences of any infringement of this clause.

5. Contract

For each contract, Sev'design SA suggests two to three directions of creation according to the client's request, as defined during the briefing. Sev'design SA remains the owner of the intellectual property rights for the

suggested creations, which can under no circumstances be reproduced or used without Sev'design SA's prior written permission.

The client acquires the right to reproduce and use the documents or files provided by Sev'design SA, related to the chosen direction, once the full payment for the contract has been made (cf ch. 7 Copyrights).

6. Corrections

Sev'design SA allows for corrections to be made in each project to ensure that the work meets the client's needs. These corrections are made on the condition that, once the direction of creation is chosen, the client does not reconsider this choice. If the client changes its mind, a new quote will be submitted and Sev'design SA reserves the right to charge for the work already completed. Sev'design SA provides three corrections per project. All modifications that exceed this established framework will be charged at the fixed hourly rate of CHF 180.-.

7. Copyrights

Copyrights on the results of Sev'design SA's work (ideas, concepts, documents, images, photos, texts, files or others) belong to Sev'design SA. In return for the full payment of the contract, the client acquires the right to reproduce and use, in the exclusive framework of the said contract, the documents or files of the version that Sev'design SA provided as being the final version relative to the creation direction chosen by the client.

Rights are yielded to the client by Sev'design SA for the exclusive use in the framework of the agreed contract, as mentioned on Sev'design SA's invoices.

The use of all or part of a document subject to copyrights for a use other than that agreed to in the contract mentioned on Sev'design SA's invoices will bring about the invoicing of the copyrights' extension by Sev'design SA.

In the case Sev'design SA provides documents for the purpose of creating a business relationship with a new client or developing a new project with a client, the copyrights remain the exclusive property of Sev'design SA, which may publish them freely unless otherwise stated by one of the parties in writing. Sev'design SA provides the client with documents ready for printing and is not bound to deliver the source files used for the creation of the work unless otherwise agreed. The term «source files» refers to the working documents, under physical or digital format, used for the finalisation of the work. Sev'design SA stores the material provided by the client, for the purpose of reuse to meet the client's needs. These documents will not be given to a third party unless requested in writing or otherwise agreed, to avoid any inappropriate use or usurpation of intellectual property.

Sev'design SA stores the archives of the final electronic documents provided to the client during 10 years.

8. Privacy policy

Sev'design SA undertakes to protect the confidentiality of the client's business secrets and on no account will publish the contracts as long as they have not been made public by the client or the latter has given the written permission to do so.

9. Internet and FTP server

Sev'design SA puts at the disposal of its clients, if need be, a secure FTP server for the duration of the contract. The purpose of this server is to facilitate the exchange of files between the client and Sev'design SA. Copies of all files must be kept by the client. Sev'design SA accepts no liability for the loss or corruption of data. Sev'design SA accepts no liability

for data transiting over the Internet and advises its client against sending confidential data by mail.

10. Completion of work

Contracts are carried out in partnership with the client. Sev'design SA undertakes to carry out the work in accordance with its clients' desires, while providing the necessary advice to achieve the best result in response to the contract's stated goals.

The choices of the client are observed as far as technical possibilities permit. Models such as brochures, booklets, 3D models presented to the client are not to be considered as accurate models for the rendering of printing or as final materials. Sev'design SA works with printers and, if necessary, conducts the follow-up of production to ensure that the documents provided by the printer are as close as possible to the models. Sev'design SA accepts no liability in case the client itself ensures the follow-up of the project with the printer. Should a production (printing or other) abide by the permitted departures imposed on Sev'design SA by its providers, it cannot be considered faulty.

11. Material

When the client provides material to Sev'design SA, this material must be provided in the format requested by the latter. If Sev'design SA must touch up digital files provided by the client in order to adapt them to the needs of the contract, the work will be charged at the hourly rate of CHF 180.– unless otherwise agreed. The material stored by Sev'design SA is done so at the client's own risk. Sev'design SA is not liable in the case of corruption or loss of the electronic data mediums provided by the client.

12. Refusal of delivery

If the client refuses to take delivery of the work, Sev'design SA invoices the completed work in full. Sev'design SA archives and stores the work carried out at the client's expense and risk, for a maximum duration of 12 months as from the date of the invoice.

13. Complaints

On its reception, the completed work must be verified by the client. Any complaint must be reported within 10 days. Past that period of time, the delivery is considered accepted and valid. No other modification can be required, except in the case of a justified complaint attributable to Sev'design SA. Under no circumstances can the total amount of corrections exceed the total amount of the contract.

14. Data

Sev'design SA accepts no liability for the loss of data. A copy must be stored by the client.

15. Project studies

Sev'design SA carries out project studies and analyses of the client's needs in the area of communication. The studies carried out are the property of Sev'design SA and can be used only if Sev'design SA has given its permission or if the total amount of fees relating to the study has been settled. If Sev'design SA is given the work of carrying out the contract ensuing from the study, the latter is considered an integral part of the project and will not be charged for. If the client does not wish to continue the collaboration, a fixed fee of CHF 3,000.– will be paid to Sev'design SA as a settlement for the work carried out, unless otherwise agreed beforehand.

16. Payment terms

Payment must be made 10 days after receipt of the invoice, without discount. For large contracts, the beginning of Sev'design SA's work may be subject to the settlement of a 30% down payment of the contract and Sev'design SA reserves the right to invoice the work progressively, depending on the duration of the contract.

17. Jurisdiction

Any litigation relative to the contractual relationships between Sev'design SA and the client will be subject to the jurisdiction of the concerned courts in CH-1618 Châtel-St-Denis.