

1. Applicability of the General Terms and Conditions

These General Terms and Conditions apply to all business relations between ILX and the Contractor, unless another agreement has been made in writing between the parties.

Changes shall not affect the validity of the remaining terms and conditions of these terms and conditions.

General terms and conditions or other contractual terms and conditions of the client or suchlike shall not be valid.

By placing the order in writing, the client confirms that he has taken note of these general terms and conditions and accepted them as an integral part of the contract

2. ILX creates your offers based on the data provided to you. Insofar as ILX is required to produce on the basis of inaccurate, incomplete data, the prices set out there in shall be understood as pure indicative prices. An offer becomes binding for ILX only after the written order confirmation by the customer.

3. Order processing

3.1 ILX accepts no responsibility for incorrect or incomplete data. ILX disclaims any liability for any data loss that may occur. The client is responsible for the prior backup of transmitted data.

3.2 The client assures ILX to have all rights with regard to the data and other contents provided for addition. ILX shall not be liable for any damage resulting from the unauthorized use of an object supplied by the customer and shall also be held in full harmless by the customer.

3.3 Autocorrections (subsequent text changes, processing of the design, etc.) are not included in the offer and will be invoiced to the customer additionally.

3.4 In the event of insufficient specification of an order, ILX is free to choose the set and graphics in terms of design and design as it deems correct based on your experience.

3.5 ILX keeps appointments on time and reliably, provided that the customer fulfils his delivery and payment obligations on time and meets agreed deadlines. However, no liability is assumed for delays for which ILX does not take any responsibility.

4. Delivery/Conditions of Delivery

4.1 Failure to comply with the delivery period through ILX does not entitle the customer to withdraw from the contract or to claim damages if ILX is not at fault for the delay (e.g., force majeure, operational disruptions, etc.)

4.2 In the event of delayed delivery of the data by the customer, the additional expenses incurred by the waiting period will be charged as a surcharge

5. Prices/Payment Terms

5.1 The prices and rates indicated by ILX are binding. The offers contain indicative prices for the data services that were known at the time of the offer. In the event of unforeseen workload and additional services, the costs may differ from the prices mentioned in the offer.

5.2 If the client withdraws from the order for reasons not responsible for ILX before the order has been completed, there is still a payment obligation. As soon as the customer has received the order confirmation in the form of an order confirmation, the agreement shall be deemed binding.

5.3 Payment terms: The payment shall be paid before the confirmation of the order. Even after paying the payment the order is only valid if ILX gives a final confirmation.

5.4 Overtime surcharges

25% Monday- Friday 6-8 p.m.

25% Saturday 6:00 a.m.-8:00 p.m.

50% night work 8 p.m.-6 a.m.

100% Sundays and public holidays 00.00-24.00

5.5 Support

All our support services are free of charge, unless otherwise agreed.

6. Confidentiality

ILX treats all customer data confidentially.

7. Rights to the work result

Unless the Contracting Parties make a contrary agreement, the following applies with regard to the rights to the result of the work:

-With regard to the sketches, drafts, design proposals, templates, originals, photographic works, generated data, data recordings (digitalization and data storage), data carriers and all other work results, all rights remain with ILX.

With full payment, the client acquires the non-exclusive right of use of the works developed by ILX. The copyrights remain with ILX. Subsequent uses and uses for other purposes by the client require the written consent of ILX.

8. Applicable law and place of jurisdiction

The place of jurisdiction and place of performance is Buch's SG.

The contractual relationship is exclusively the legal relationship of Swiss law. Neither the "Vienna Sales Law" nor any other law or a state contract are applicable to the legal relationship between the contracting parties, even if they would be applicable under the rules of Swiss private international law.