

General Terms and Conditions

1. Scope

These General Terms and Conditions govern the relations between Perfectionis GmbH and its customers.

The validity of the customer's general terms and conditions is excluded (even without express objection). The General Terms and Conditions are available for inspection at the registered office of Perfectionis GmbH.

On request, the General Terms and Conditions can be obtained in writing from the contractor. In addition, they are available online on the contractor's homepage: www.perfectionis.com

2. Formal requirements

Agreements are only valid in written form. Perfectionis GmbH has no obligations from its own oral declarations or oral declarations of the customer.

Deviations from these General Terms and Conditions as well as all other agreements between Perfectionis GmbH and its customers must also be made in writing.

3. Offers

If the preparation of an offer causes unusual effort, the customer already owes a remuneration for the offer. Concepts, drafts and presentations are to be remunerated if this has been agreed in writing. The customer has no rights to concepts, drafts and presentations in the context of offers or competitions, even if he owes remuneration. If no contract is concluded on the basis of an offer, the customer must return concepts, drafts and presentations to Perfectionis GmbH immediately or destroy any copies immediately. Offers that are not accepted within a written agreement are non-binding. Before acceptance by the customer, Perfectionis GmbH can revoke the offer without further ado.

4. Conclusion of contract

A contract is concluded by unconditional acceptance of the offer by the customer. Before receipt of the unconditional acceptance of the offer by the customer, Perfectionis GmbH is not obliged to start with the execution of the order.

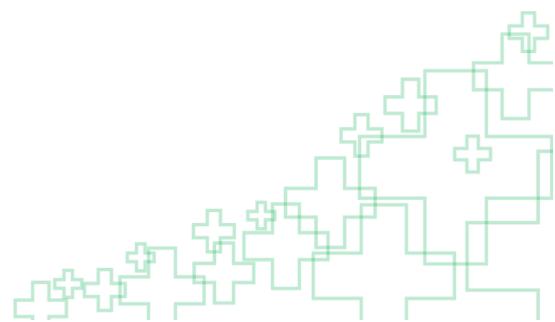
If the customer places an order with Perfectionis GmbH without a prior offer, the contract shall be deemed to have been concluded upon delivery of the order confirmation if the order confirmation is not immediately contradicted. If the customer does not agree with the content of the offer or the order confirmation in all parts, Perfectionis GmbH is no longer bound by the content.

5. Subject matter of the contract

The subject of contracts between Perfectionis GmbH and its customers are only services to which Perfectionis GmbH has expressly committed itself.

Perfectionis GmbH is not liable for a specific result, unless such a result has been expressly assured.

The definition of the services owed is given in the written offer or order confirmation.



6. Obligations of Perfectionis GmbH

Perfectionis GmbH is obliged to provide the services in accordance with the information in the offer. Perfectionis GmbH is entitled to involve third parties for the fulfilment of the order.

Changes to the services offered are only possible by written agreement. Additional expenses are to be reimbursed by the customer. No responsibility is assumed for services to which Perfectionis GmbH has not committed itself. Perfectionis GmbH is entitled to conclude contracts with third parties in the name and for the account of the customer, insofar as this is necessary for the fulfilment of the order.

7. Obligations of the customer

The customer commits to provide Perfectionis GmbH with all necessary information that may play a role in the fulfillment of the order before the conclusion of the contract; the customer shall also communicate any specific technical requirements as well as legal regulations that may be important for the fulfillment of the order. The customer is obliged to deliver the documents, files, contents and materials mentioned in the offer or order confirmation in accordance with the agreement and on time, and to accept the services offered by Perfectionis GmbH within the agreed timelines. The customer is obliged to pay the remuneration stated in the offer in accordance with the agreement and on time. If the customer is in default with a payment or other services or obligations to cooperate, Perfectionis GmbH is entitled to discontinue its services without further ado. The customer is obliged to release Perfectionis GmbH from any liabilities that the company has engaged in within the context of order fulfilment. The customer has no claim to and rights to access interim results that arise during the fulfillment of the order.

8. Order processing

Perfectionis GmbH assumes no responsibility for content and materials supplied by the customer.

Especially for unlicensed image, audio, or video material. Instructions of the customer in the fulfillment of the order are only significant to the extent that this neither complicates nor delays the fulfillment of the order and does not cause any additional effort; Perfectionis GmbH assumes no responsibility for instructions from the customer. The customer is obliged to indemnify Perfectionis GmbH if it should be claimed by third parties. The customer is obliged to accept services and agreed partial services of Perfectionis GmbH and to check them immediately. Acceptance shall be carried out by written declaration by the customer. Any defects must be described in detail in the written acceptance.

The customer is obliged to check agreed interim results (e.g., a printing approval) immediately as well as to immediately make any corrections in writing and to expressly approve the further order processing.

If an appointment has been agreed in writing and the company is in default with services, the customer is in any case obliged to first point out the delay in writing and to set a reasonable grace period.

9. Intellectual Property

Order results as well as all intellectual property rights (in particular copyrights) to order results remain with Perfectionis GmbH or its licensors, unless explicitly regulated elsewhere. The customer must leave any copyright designations and may not edit the order results.

Perfectionis GmbH grants the customer, unless explicitly regulated elsewhere, the rights of use that are necessary for the contractual use of the order result. Insofar as Perfectionis GmbH grants the customer copyright or rights of use, these must be remunerated separately.

Unless explicitly stipulated elsewhere, the customer is not entitled to transfer granted copyright or rights of use to third parties without the consent of Perfectionis GmbH.

10. Remuneration and payment methods

If a flat rate is not expressly agreed, the customer must reimburse the effective expenditure (including expenses). The effective expenditure will only be calculated after delivery of the order result, unless otherwise agreed in writing.

If the effective expenditure exceeds the estimate according to the offer by less than 20%, the customer is not entitled to withdraw from the contract. If the customer is responsible for the additional expenses, he must be remunerated in full in any case. A right of withdrawal does not exist in this case. The customer is obliged to advance expenses at the request of Perfectionis GmbH within a reasonable timeframe. Any delivery costs shall be borne by the customer and shall be remunerated separately. Until full payment of the remuneration, all rights (in particular property rights and intellectual property rights) to order results remain with Perfectionis GmbH, even if they are already in the possession of the customer. Invoices are to be paid by the customer without deductions within 30 days. The customer is not entitled to offset claims against Perfectionis GmbH with the remuneration owed.

11. Warranty

Perfectionis GmbH assumes no warranty for services of third parties. Any warranty claims will be assigned to the customer.

Perfectionis GmbH does not assume any warranty for defects relating to Perfectionis GmbH's own services that are not reported in writing immediately after acceptance, but no later than 1 month after delivery.

The warranty period is 3 months from the date of delivery. In the case of defects that have demonstrably existed at the time of delivery and have been reported in good time, the customer is exclusively entitled to demand rectification. Reduction is only permitted after unsuccessful rectification. The conversion is excluded. The customer is not entitled to have defects remedied by a third party or to remedy them himself. In case of non-compliance with this provision, any warranty is rejected.

12. Liability

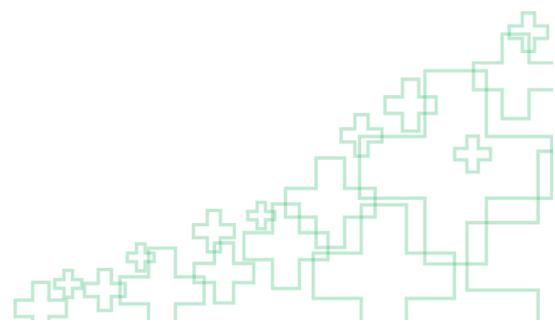
Perfectionis GmbH assumes no liability for the services of third parties. Liability for auxiliary persons is excluded. The liability of Perfectionis GmbH is limited to intent and gross negligence. No liability is assumed for consequential damages. Liability for data loss is excluded. In any case, liability is limited to the value of the order in accordance with the offer or order confirmation.

13. Withdrawal from the Contract / Termination

If the customer withdraws from the contract before the conclusion of the order (for whatever reason), he owes in any case the remuneration of the expenditures already incurred and has no claim to any rights to order results.

If the customer goes bankrupt or dies, Perfectionis GmbH is entitled to withdraw from the contract immediately; the customer owes in any case the remuneration of the expenditures already incurred and has no claim to any rights to the order result.

From contracts that have been concluded for a longer or indefinite period of time and contain repeated services of Perfectionis GmbH (continuing obligation), both parties can withdraw from the contract in compliance with a notice period of 3 months. In the event of serious breaches of contract, the parties may terminate the contract without notice at any time. The services provided are to be remunerated in any case.



14. Confidentiality

The contracting parties undertake to maintain secrecy both in the context of competitions, contract negotiations and the fulfilment of the order. Perfectionis GmbH is entitled, but not obliged, to make and keep copies of the order results.

If the customer does not expressly exclude this, Perfectionis GmbH is entitled to name the customer as a reference in the context of its own advertising, to inform about the order and to show the order result.

15. Privacy Policy

On the website of Perfectionis GmbH (www.perfectionis.com) no personal data of visitors is generally collected and /or passed on to third-party providers.

The website of Perfectionis GmbH uses functions of the web analysis service Google Analytics, Google Inc., 1600 Amphitheatre Parkway Mountain View, CA 94043, USA. Google Analytics uses cookies. This enables an analysis of the use of the website by visitors. You can prevent the storage of these cookies by setting your browser software accordingly.

Perfectionis GmbH uses other services such as Microsoft platforms, Dropbox, Survey-Monkey and Qualtrics. Perfectionis GmbH does not specifically collect, process or pass on data stored through such services, and refers to the privacy policies of these established IT providers for eventual security vulnerabilities.

Customers must acknowledge that data transmission on the Internet (e.g., when communicating by e-mail) may have security gaps. A complete protection of the data against access by third parties is not possible.

16. Final provisions

Should parts of these General Terms and Conditions be invalid in whole or in part, the remaining General Terms and Conditions shall nevertheless remain binding. The customer is not entitled to transfer any rights under this contract without the written consent of Perfectionis GmbH. Contracts between Perfectionis GmbH and its customers are subject to Swiss law.

The place of jurisdiction for all disputes is the registered office of Perfectionis GmbH in Wohlen b. Bern, Switzerland.

