



1. General

The following Terms and Conditions are valid for the contractual relationship between CrusoVision GmbH (hereinafter called the contractor) and of its client (hereinafter called the contracting authority). A signed agreement in written form between the contractor and the contracting authority assumes that the client has agreed to this Terms and Conditions. At the conclusion of a contract, the Terms and Conditions can be complemented and specified. Order placement comes into force only by a contract that is valid by the Swiss law.

2. Obligations of the client

If no other agreements had been negotiated, the contracting authority has to give the contractor the materials that should be inserted into the website. In this case the contracting authority is an only person that is responsible for the creation of materials.

If no other agreement has been negotiated, the contracting authority has to provide the following materials: all text that should be inserted into website, images, pictures, graphics, logos and other data.

The contracting authority gives the contractor all text that has to be inserted, in a quality that is suitable for digitalization through scanner or in digital form, in an agreed data extension.

The contracting authority gives the contractor image files (photos, graphics, logos, and so on) in a enlightened form in a quality, that is possible to digitalize through the scanner, or in a digital form, in an agreed data extension.

The contracting authority assures to give the contractor only duplicates, which loss would make no material or a small material damage. The contracting authority has to give the needed for insertion information latest directly after the completion of the concept phase.

The contracting authority is alone responsible for the content of his web presence and also of his software. If the client provides the materials, content, software and hardware, which should be placed, then he guarantees that all provided material in any manner does not violates any rights of the third parties.

CrusoVision GmbH cannot be made liable for the breach of copyright by the contracting authority.

The contracting authority is responsible for ensuring that it uses only authorized and licensed software and hardware and also renews the software licenses if required. The respective license agreements must be met by the client. Any license breaks are the sole responsibility of the client.

3. Obligations of the contractor

The contractor is obliged to construct a solution, that corresponds to the state of the hardware and software that exists at the date of acceptance. If this is not the case, the contractor has to bring its solution on the latest state of the technology. This is applied only to the software solutions. The changing costs are calculated on the base of 100 CHF per hour. All costs that occurring during this process and do not exceed the amount of 25% of the contract volume are free of charge. All the costs that exceed the 25% of the

contract volume will be separately billed. The agreement to make such changes is valid directly after signed confirmation of the contracting authority. This offer is only valid, when CrusoVision GmbH has been notified about the compliance in the period of 60 days after confirmation of the project's complementation.

4. Warranty

The contracting sides agree, that the internet whether belongs to someone, neither is controlled by someone. Because of this we cannot guarantee, that each internet user can access your website or your web-based solution at any time.

For a website, software and hardware we guarantee a usability that has been specified and promised through the contract. This applies particularly to the guaranteed properties. In case of significant differences from the specifications we are obliged to make improvement within a reasonable time. You have to provide us useful information about the nature and occurrence of such discrepancies. The warranty does not cover defects which are caused by deviation from intended conditions of use. The obligation to improve the solution ends after a period of three months after the start of the agreement.

If we are not successful within a reasonable period of time to repair the substantial differences from the specification or to bypass them in such way, that a conforming use of the website, software or hardware is possible, you may demand a reasonable reduction of the purchase price.

We cannot guarantee that our solutions work and look as they should look according to the specifications in outdated, or not yet released software and hardware. When creating our solutions we stick to the world's standards. For the internet solutions we stick to the latest W3C standards and, if so required, to the respective browser standards that are currently supported. We cannot guarantee that our web solutions look in the outdated browsers the way they look in browsers with newer standards, so we do not accept any warranty or liability for small presentational and functional differences in browsers, which are not specified in the contract. Also a difference from the standard settings at the user's browser can lead to distortions or the loss of some functions.

5. Description of services

The description of the products and services in brochures, flyers, catalogs, advertisements, websites and other promotional and sale materials has only indicative character and does not have a binding assurance of certain properties.

All of these descriptions, products and services are regularly adapted or further developed, so there is no guarantee for the actuality and accuracy of the individual advertising and sales materials. Binding are only features, that are mentioned in written quotations and orders.

6. Limitation of liability

You expressly agree, that you use the hosting services (for example www.switchplus.ch) at your own risk. Neither ourselves nor our employees or other related persons or companies guarantee, that the server will function uninterrupted or error-free. We give no guarantees on the results, which are achieved through the use of the website, hardware and software solutions, nor on the accuracy, usefulness or content of any information that is spread by the website or software solutions.

Under no circumstances, also by negligence, we, our workers or other persons, that are in connection with website, hardware and software, are in charge of direct or indirect damage (incl. consequential damage), that is incurred in connection with usage or non-availability of the web service, software and hardware.

We are not responsible for the lack of commercial success, direct, indirect or consequential damage resulting from claims of third parties.

Each contracting party is liable for damage caused by it only to a total of the amount of the contract fee. These limitations do not apply to damage based on intent, as well as personal injury or damage resulting from violation of intellectual property rights of third parties.

Any liability and warranty claims expire immediately, if any changes have been done on the software, hardware, web page or graphics that have been produced or installed by CrusoVision GmbH, without permission and monitoring of CrusoVision GmbH.

CrusoVision GmbH takes no responsibility for ensuring, that a software or website has no defects or errors through future modifications of the standards.

The contracting authority is responsible for securing its own data. If data loss occurs, the contractor assumes no liability for lost data and resulting costs.

7. Cooperation partners

The contractor is entitled to perform the job partly or fully by competent, salaried employees or by commercial/freelance partners.

All lawsuits and objections of the client arising in connection with our cooperation partners will be forwarded to them. The contractor is not liable for the actions of his partners.

8. Domain registration, hosting and related costs

All costs occurred through the registration and operation of a website lie fully in competence of the client. Above all these costs include the hosting fees and domain fees. If these costs are not paid in time by the contracting authority, the website or software can be no longer available and could be removed from the network by the hosting or domain providers. For this CrusoVision GmbH accepts no responsibility or liability. CrusoVision GmbH reserves the right to select a hosting client, if there is no other agreement stated in the contract. If the client agrees with this condition, it automatically agrees to the terms and conditions of the chosen hosting or domain provider.

9. Extra efforts

Additional expenses caused by the client due to not stated in the contract services or poor quality of the delivered by the client images and text materials will be charged with written comprehension of the client at an hourly rate of 100CHF. The client may request a chargeable additional budgeting.

10. Reservations

If the efforts charged by CrusoVision GmbH are neither complained nor timely paid, CrusoVision GmbH is after a warning entitled to disable the created website. After successful payment the pages will become active and the resulting effort will be calculated and could be billed.

11. Copyrights

The rights of the data and information supplied by the customer shall remain with the author. The rights of for the customer developed data belongs to the customer only after the full payment. Until the full payment has been received, CrusoVision GmbH holds all rights on the data developed through CrusoVision GmbH. Unless another agreement has been stated in the contract, the contractor has the right to attach its company name including the logo and description text in the reasonable size to the designed website, software or hardware. The contractor reserves the right to indicate the work done for the customer in his reference list.

The contractor and its partners may keep the data generated for the client, created graphics for the client and client's information. These data and information is not sold or given to third parties for further use, only in the case where it is permitted by contract. These data, graphics and information are usually used exclusively for further cooperation with the client.

12. Duration and termination of hosting and domain name

The agreement runs for an indefinite period, beginning with the date of placing the order. The contract may be terminated in written form by the customer one month before the expiry of the agreed 12 months. Otherwise the contract is automatically renewed. The payment should always be paid for a full 12 months and will be billed at the beginning of the 12 months period. For cancellations a refund of the amount pro rata basis is not possible. We can terminate the contract at any time without a notice in written form, if client fails to comply with its obligations. Damage claims of us remain unaffected.

13. Delivery dates of hardware, software and services

Agreed delivery dates are generally considered as due dates, but not as fixed dates within the meaning of Article 108 paragraph 3 of the Swiss Code of Obligations. An agreed delivery date is only a fixed date when the customer specifically requests that the delivery should be done precisely from that date or up to that date and is so specified on the order confirmation issued by the client.

If due to supply shortages or other reasons CrusoVision GmbH cannot deliver within 30 days from the fixed date, the customer has the right to cancel the contract and ask the prepayment back.

All further claims are excluded, especially replacement for delay or consequential damage.

In written form agreed fixed delivery dates for services and software are as long valid as long the client provides CrusoVision GmbH with the required documentation and information within the agreed time period. Exceeding of the fixed delivery date due to causes which are not a fault of CrusoVision GmbH do not entitle client to withdraw from the contract or make CrusoVision GmbH responsible for the occurred losses.

14. Work checks

The concepts, style sheets or demo versions should be approved by the customer within 10 working days for further development, if this is not the case, the client must indicate within this period all defects and explain them in detail. In the case where the customer repeatedly fails to comply with this deadline the contractor has the right immediately to terminate the contract. The resulted workload will be charged at a base of 100CHF per hour.

Expressions, test intrusion, etc. should be carefully checked for accuracy by the client. A permission to publish, print or similar is a binding declaration on the correctness of a work. CrusoVision GmbH is not liable for errors overlooked by the client. However these errors can be corrected with the written or e-mail consent from the client at an hourly rate of 100CHF.

15. Accounting of hours

Unless no other statements are written in the contract, the minimum hourly rate is 100CHF, this does not refer to hardware, websites and services (eg. web publishing).

Each hour of work consists of six periods, each has 10 minutes. Only fully worked 10 minutes will be charged. The amount of work that has not reached 10 minutes limitation will not be charged.

16. Project acceptance

If the client does not indicate faults and does not approve the completion of the project within 30 days after announced completion, CrusoVision GmbH is entitled to issue an invoice and keep the data on behalf of the client.

Once the project confirmation has been completed, the contractor will begin to make the project accessible and fully functioning. However the contractor does not guarantee, that the client's project will be available and functioning immediately after the project completion. The contractor cannot be held liable for this.

17. Contract cancellation

A contract signed between client and contractor can be terminated only for the following reasons:

The contractor is entitled to terminate contract immediately, if the client cannot fulfill his obligations described in Terms and Conditions.

The contractor is entitled to terminate contract, if the client does not, despite of a warning and a deadline to fulfill its obligation to make payments.

If, after creation of the third prototype, it is not possible to agree on the possible solution, the client and CrusoVision GmbH have the right to make an immediate cancellation of the contract, leaving a written notice with the reasons for the termination.

The contractor is also entitled to cancel contract, if it comes into knowledge of the circumstances about the client that are damaging business, or are of civil or criminal nature, or are offensive, or invade the privacy.

The contractor may immediately terminate contract, if the cooperation with the customer makes it impossible to reach the corporate goals of the contractor. This means, that the contractor cannot create a high quality product for the customer. Termination should be done in written form with mentioning of the reasons for termination. In this case, the already paid part of the prepayment will be refunded to the client's bank account.

The contract may be terminated without mentioning the reasons at any time through legally signed consent of both parties.

Unless no other agreement has been stated, at the termination of the contract between the parties, the contractor has the right to bill workload at an hourly rate of 100 CHF. If the client has paid an advance payment, the excess amount will be refunded.

18. Selling price

The prices given in catalogs, advertisements and other promotional and sale materials have only exploratory character and are not binding. Binding is only the sale price, which is stated in the order confirmation send to the customer and also in the signed contract. The order confirmation is based on the together with the customer defined scope of services and on this base calculated costs.

For each customer order at first we create in advance a quote. The offer includes a clearly defined scope of services. If this scope is exceeded (eg. By adding more pages, software or hardware functions), the client should ask for upcoming services a quote. After issuance of an order CrusoVision GmbH can put into account a prepayment of 50% (or less) of order volume. This is done only if a written or verbal acceptance of the concept was done by the client. This amount must be paid within 14 days on the account of CrusoVision GmbH, if no other agreement has been stated in the contract.

19. Payment conditions

If the customer does not meet his payment obligations within the payment period, it has to pay an advance charge of 5% rate per year, here is not necessary to make any further warning. In addition CrusoVision GmbH is entitled to reimbursement of expenses for reminders and other services, including the costs of the third parties that services arise with the debt collection procedure (eg. Collectors, Inkasso, lawyers, etc.).

CrusoVision GmbH has a right to collect the amount to be paid through a debt collection agency, if the payment period of the third reminder has expired.

CrusoVision GmbH also reserves the right after unsuccessful reminders to withdraw from the contract, to reclaim the supplied products and to ask for the damage compensation.

20. Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

21. Changes to these Terms and Conditions

CrusoVision may change its Terms and Conditions at any time without noticing the reasons. The respective binding version of the Terms and Conditions can be viewed on the website www.cruso.ch and on request can be delivered in paper form. The valid Terms and Conditions are the ones that were valid at the moment of usage of services provided by CrusoVision GmbH.

22. Coverage and Jurisdiction

The law of the country, in which our company is based, is applied. CISG is excluded, even if the order comes from abroad or it should be delivered to abroad. If the customer has his domicile or habitual residence abroad, the jurisdiction of the location of our headquarters is applied for all claims relating to our products or services. The contractor is also entitled to sue in the jurisdiction of client.

23. Supplementary provisions

An offer of CrusoVision GmbH is not binding. For the client and contractor binding contract is valid only with the authorized signatures of both parties.

The contractor does not check whether the negotiator of the client, which signs the contract, is authorized by his company to make an order. If this person was not authorized to sign the contract, in the case of not completing the obligations by the contracting authority, all the claims of the contractor are directed to this individual and will be juristically enforced.

Free services offered by us cannot be claimed. Free services may be cancelled by us at any time without any notice.

The right to offset or reduce the final amount to be paid is only granted to the customer, if his counterclaims have been legally determined or we have in written form acknowledged them. The customer is only allowed for retention only if the claim is based on the same contractual relationship.

We are not responsible for any taxes or fees incurred in connection with any use of the website, software or hardware. The client agrees to take full responsibility for such taxes or fees, however other statements can be done in contract.

When the advance payment is done the social commission payments and tax bills are the sole responsibility of the recipient of the advance payment.

Mainly used form of the male gender is used only for a better and faster readability. In all cases, of course, we mean both the feminine and masculine form.

In cases of disagreement binding is the German version of this Terms and Conditions (AGB).