

## **General Terms and Conditions 3D-Viz.com**

### **1. Scope of General Terms and Conditions**

- 1.1 These general terms and conditions (hereinafter called GTCs) regulate the general business relation between 3D-Viz.com and its clients and the utilisation of the 3D-Viz.com website and the services offered by 3D-Viz.com.
- 1.2 The client and 3D-Viz.com conclude a special agreement for every single order processed under these GTCs, be it in the form of an offer/confirmation or of a special specific agreement (hereinafter called: "Individual order").
- 1.3 Terms and conditions of the client are not accepted, even if they are not opposed in the individual case.

### **2. Performances to be rendered by 3D-Viz.com**

- 2.1 The customer entrusts 3D-Viz.com with the creation of 3-dimensional visualised images (hereinafter called "Visualisations") of objects as defined by the client. The exact contents of the performances are specified in the Individual order.
- 2.2 3D-Viz.com is entitled to have the contract performance fulfilled by a third party of its choice. In this case 3D-Viz.com may, upon consultation with the client, enter obligations in the name, and to the account of the client.
- 2.3 Upon completion of the work, 3D-Viz.com sends the objects and further relevant material back to the client. The charges for the return are invoiced separately. The return of the goods is effected at the client's risk.

### **3. Performances to be rendered by the client**

- 3.1 The client is committed to surrender the objects determined by him for the visualisation and to bear the costs for the period of visualisation. He guarantees that he is entitled to utilise these objects including further relevant material surrendered and that the objects and material are free of third party copyrights, otherwise the client shall indemnify 3D-Viz.com against claims of third parties.
- 3.2 The client commits himself to bear the insurance for the objects surrendered to 3D-Viz.com for Visualisations.

#### **4. Transmission of the Visualisations to the Client**

- 4.1 3D-Viz.com transmits the Visualisations to the client by way of electronic data transmission, by email or in exceptional cases on a suitable data recording medium.
- 4.2 Visualisations transmitted by email are considered to have been delivered as soon as they are electronically available to the client, which as a rule is the case upon receipt of the email by the client. In case of doubt, the delivery is considered to have taken place when the email containing the Visualisations has been saved on the computer of the defined email recipient. The liability for the supplied Visualisations and the obligation to lodge complaints begin for the client as of this point in time.
- 4.3 If the Visualisations are saved and transmitted on a suitable data recording medium and transmitted, these Visualisations are considered supplied upon receipt of the mail. The liability for the Visualisations delivered and the obligation to lodge complaints begin as of this point in time for the client. Despatch is effected per registered mail or courier (UPS; DHL et.) at the expense of the client.
- 4.4 Should the client ask for the surrender of the Visualisations in divergence to the Individual order of Visualisations, 3D-Viz.com invoices the client separately for the expenses incurred.
- 4.5 A special agreement is to be concluded between 3D-Viz.com and the client for non-electronic pictures.

#### **5. Imperfections**

- 5.1 The client shall inform 3D-Viz.com within one week of receipt of the Visualisation pursuant to clause 4.2 and 4.3 of this agreement about any imperfections in the Visualisations. The general conditions of the work contract on the consequences of the imperfections in a piece of work are applicable. When this deadline lapses, and this without a report from the client, the piece of work is considered to have been accepted and approved as perfect.
- 5.2 3D-Viz.com is not liable for imperfections in the Visualisations that go to the account of the client, particularly not for imperfections, the cause of which are found in the objects or the other material placed at disposal by the client.
- 5.3 If the client asks for the (premature) return of the surrendered objects or material and thus the elimination of a imperfection is no longer possible for 3D- Viz.com, the client bears the additional expenses incurred by this circumstance.

## 6. **Payment**

- 6.1 The client shall pay to 3D-Viz.com the compensation as stipulated in the Individual order.
- 6.2 The 3D-Viz.com prices are fix/lump prices. If the scope of the performances agreed upon with the client is later extended upon the latter's request, the additional work is paid for and invoiced separately. An hourly fee of CHF 200.- applies in this case. For larger orders 3D-Viz.com submits a quotation.
- 6.3 All prices are excluding VAT.

## 7. **Assignment and Set-off**

3D-VIZ.com shall be entitled to assign all or any part of its rights and claims vis-à-vis the client. Claims vis-à-vis the client can be set-off.

## 8. **Liability**

- 8.1 3D-Viz.com is only liable for damages caused by 3D-Viz.com intentionally or as a result of gross negligence, which shall apply to contractual as well as extra contractual (tort) claims.
- 8.2 3D-Viz.com is not liable for the utilisation of the 3D-Viz.com website.

## 9. **Copyrights**

- 9.1 The client is aware that the copyright on 3D-Viz.com Visualisations originates at 3D-Viz.com and remains with 3D-Viz.com
- 9.2 When the Visualisations have been transmitted to the client by 3D-Viz.com, the client acquires the non-exclusive right (simple license) to utilise the Visualisations transmitted for the purpose as stipulated in the Individual order. If nothing further has been agreed upon, the utilisation rights solely comprise the right of making the Visualisations visible (incl. publication).
- 9.3 The client commits himself not to utilise the Visualisations transmitted to him by 3D-Viz.com for any other purpose than that agreed upon in clause 8.2 of this agreement. If not otherwise agreed upon, the client may particularly not make changes or redesign the Visualisations beyond the pure adaptation of the format. The client may only pass on the utilisation rights to third parties upon prior approval received from 3D-Viz.com.
- 9.4 Upon the unauthorised utilisation or forwarding of a Visualisation 3D-Viz.com is entitled to a conventional penalty amounting to three times the sum due, at least, however, to CHF 1000.--. The 3D-Viz.com claims for damages remain unaffected.
- 9.5 The utilisation right is granted to the client for an unlimited period.
- 9.6 It is incumbent upon the client to install and make the Visualisations visible in the Internet. The client bears the liability that rights of third parties, for instance copyrights on the software used for Visualisation purposes, are not breached by his utilisation of the Visualisations.

- 9.7 If not otherwise agreed upon by the parties of this agreement, 3D-Viz.com retains the unlimited exploitation / utilisation rights (right to visualise, publish, duplicate, process etc.) to the Visualisations and 3D-Viz.com retains the right to grant other third parties utilisation rights to the Visualisations.
- 9.8 The brand label and the digital water mark is attached to every Visualisation. The client commits himself not to remove or change neither label nor mark and to visualise the label as component of the Visualisations. The name of the image author need not be included.
- 9.9 The client is not liable for the uncontrolled download of the images from the platform by unauthorised third parties. The client commits himself, however, to support 3D-Viz.com in safeguarding the rights breached by unauthorised downloading in as far as is possible.
- 9.10 3D-Viz.com guarantees the rights granted to the client and indemnifies the client against unjustified claims of third parties regarding the Visualisations placed at disposal by 3D-Viz.com.

#### **10. Archiving the Visualisations**

- 10.1 The client may only archive the Visualisations for his own use.
- 10.2 3D-Viz.com is entitled to archive the Visualisations it processed in digital and customary form and to unlimited use of the archive as a commercial database.

#### **11. Partial Invalidity**

- 11.1 Should individual sections of these GTCs or the entire contractual relationship between 3D-Viz.com and the client be or become ineffective, the validity of the remaining provisions remains unaffected. In such a case the parties shall replace the ineffective part by an effective provision, the legal and economic contents of which are closest in meaning.

#### **12. Law and Venue**

- 12.1 These GTCs and the entire contractual relationship between 3D-Viz.com and the client are subject to Swiss law.
- 12.2 The legal venue Zug, Switzerland is agreed upon for any disputes that may arise.