



Fasnacht & Partner  
Visual Communication

## **General Terms and Conditions (GTC) of Fasnacht & Partner AG**

### **1. Scope**

These GTC apply to all services and products of Fasnacht & Partner AG (hereinafter the "Agency"). By confirming a quote or placing an order, the customer agrees to these terms and conditions.

### **2. Services, Acceptance and Revision Process**

- **Scope of services:** The scope of the services is defined in the service description of the respective quote.
- **Revision process:** Unless agreed otherwise, one (1) revision round is included in the fee. A revision round is defined as the incorporation of consolidated feedback collected by the customer. Subsequent changes after approval constitute additional work and will be invoiced in addition to the agreed fee.
- **Author's corrections:** Distinct from the regular revisions mentioned above are so-called author's corrections. These include subsequent change requests that deviate from the original agreement, as well as new content or changes in direction requested by the customer. These will be charged as additional work in addition to the agreed fee.
- **Acceptance:** Upon approval by the customer, the services offered within the agreed scope of services are deemed accepted. Liability for the accuracy of the content (e.g., texts, dates, image rights) is transferred in full to the customer upon approval ("OK to print" / "OK for publication").

### **3. Copyright and Rights of Use**

- **Ownership:** The copyrights in all works created by the Agency (concepts, designs, texts, code, etc.) remain with the Agency pursuant to the Swiss Copyright Act (CopA).
- **Right of use:** Upon full payment, the customer receives a non-exclusive, purpose-specific, time- and territory-unlimited right of use. Any use or modification beyond this requires the Agency's consent and separate compensation. This is based on the recommendations of the Syndicom association and is determined by the factors type of use, purpose of use, territory, duration and scope of use.



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- Raw data: The delivery of raw data (e.g., unedited photos and videos) is not part of the scope of services. If the customer requests delivery of raw data, this requires separate compensation. This is based on the recommendations of the Syndicom association and is determined by the factors type of use, purpose of use, territory, duration and scope of use.

#### **4. Payment Terms**

- Payment period: 30 days net
- Advance payment: The Agency is entitled to request an advance payment of 50% upon placement of the order.

#### **5. Liability and Warranty**

- Content: The customer warrants that the content supplied by the customer does not infringe any third-party rights. The Agency does not conduct any trademark, copyright or unfair competition law reviews.
- Limitation of liability: Liability is limited to intent and gross negligence. Liability for slight negligence and consequential damages (e.g., production downtime) is excluded.

#### **6. Project Cancellation**

If the customer cancels a project prematurely, the services rendered by the Agency as well as all third-party costs already incurred will be invoiced in full. In addition, compensation may be claimed for reserved capacities.

#### **7. Reference**

The Agency may use the work created and events carried out, while safeguarding confidentiality, for its own promotional purposes (e.g., portfolio, website, social media), unless the customer expressly prohibits this in writing.

#### **8. Governing Law and Jurisdiction**

Swiss law shall apply exclusively. Place of performance and place of jurisdiction is Basel.

Version: March 24, 2026