



kubus media
Petersgasse 24
CH-4051 Basel

kubus media, Terms and conditions

1. General:

All transactions between the client and the agency (KM) are governed exclusively by these "Standard Terms and Conditions of Business". Any agreement to deviate from or add to these "Standard Terms and Conditions of Business" must be recorded in writing. Should any particular conditions in these "Standard Terms and Conditions of Business" prove to be invalid, this does not affect the binding nature of the remaining conditions and of the contracts based on them. The invalid condition should be replaced by a valid one corresponding as closely as possible to its purpose and intention.

2. Services and fees:

A fee can be claimed for any service as soon as it has been provided. The agency (KM) is entitled to request payment in advance to cover its expenses. In general, 50% of the total amount will be due when work commences and 50% on completion of the project. All services provided by the agency (KM) which are not explicitly covered by the agreed fee will be charged for separately. This applies in particular to all secondary services provided by the agency (KM). The client must reimburse the agency (KM) for all cash expenditure which it incurs and which goes beyond normal commercial procedure (e.g. for courier services, extra delivery charges or business trips). Cost forecasts produced by the agency (KM) are non-binding in principle. If it is expected that the actual costs will exceed those predicted by the agency (KM) in writing by more than 20 per cent, the agency (KM) will notify the client of the cost increase. The extra cost is considered to have been accepted by the client if the latter does not object in writing within three days of such notification, at the same time suggesting more cost-effective alternatives. The agency (KM) will charge a proportional fee for all work by the agency (KM) which is not completed for any reason whatsoever. The payment of this fee does not give the client any rights of any kind over such work; indeed any unused concepts, drafts etc. must be returned immediately to the agency (KM).

3. Presentations:

For its attendance at presentations, the agency (KM) will charge an appropriate fee which will at least cover all personnel and material expenses incurred by the agency (KM) for the presentation, and the cost of any contracted services. If the agency (KM) fails to receive an order following the presentation, then all services provided by the agency (KM), in particular the presentation material and its content, remain the property of the agency (KM); the client is not entitled to continue to use them in any form whatsoever; indeed the material should be returned immediately to the agency (KM). If the ideas and concepts for publicity projects which were shown during a presentation are not used in publicity material produced by the agency (KM), then the agency (KM) is entitled to use those ideas and concepts elsewhere. It is prohibited for presentation material to be passed on to third parties or to be published, reproduced or otherwise distributed without explicit permission from the agency (KM).

4. Ownership rights and copyright protection:

All services provided by the agency (KM), including those from presentations (e.g. suggestions, ideas, sketches, first drafts, scribbles, final versions, concepts, negatives, slides), and all parts thereof, remain in the ownership of the agency (KM), as do all specific pieces of work and original drafts, and their return can be requested at any time by the agency (KM), especially at the end of the agency's contract. Through payment of the fee, the client acquires only the right to use the material for the agreed purpose and to the agreed extent. Any changes by the client to the services provided by the agency (KM) require explicit permission from the agency (KM) and the originator, where copyright protection applies.

5. Identification:

The agency (KM) is entitled to refer to the agency (KM), and to the originator where applicable, on all publicity material and in all publicity campaigns, without the client being entitled to claim any compensation. In general, such a reference will take the form of the words "Concept and design, kubus media Basel".



6. Authorisation, final proofs, ready for production:

All services by the agency (KM) (in particular all initial drafts, sketches, final versions, blueprints and colour prints) must be checked by the client and authorised within three days. If they are not authorised within that time, they are considered to have been approved by the client. The client must in particular check the legal admissibility of the material provided by the agency (KM), especially in relation to competition law and branding legislation. The agency (KM) will only arrange an external legal check if requested to do so in writing by the client; the associated costs are to be borne by the client.

7. Payment:

Invoices from the agency (KM) should be paid net and in full within 10 days of the date of invoice, unless otherwise agreed. In the event of late payment, default interest will be charged at a rate of, currently, 10%. Goods and services provided remain the property of the agency (KM) until payment has been received in full.

8. Guarantee and claims for compensation:

The client must make any complaints in writing within three days of the service being provided by the agency (KM), and justify them. If the complaint is justified and made in good time, then the client has the right only to have the service improved by the agency (KM). There can be no claims for compensation by the client, in particular for delay, unacceptable service, positive breach of an obligation, negligence in contracting, poor or incomplete service, consequential damage or unlawful acts, unless these are due to intent or gross negligence on the part of the agency (KM). The agency (KM) accepts no liability for any material given to it by the client for processing.

9. Liability:

The agency (KM) will carry out the work assigned to it in compliance with generally recognised legal principles and will notify the client in good time of any significant risks which it perceives. However, the client is himself responsible for ensuring compliance with legal regulations, in particular those relating to competition law, even for publicity projects proposed by the agency (KM). The client will only authorise a publicity project put forward by the agency (KM) once he has assured himself that it is not in breach of competition law, or if he is prepared to take responsibility himself for the risk associated with implementing the proposed publicity project. The agency (KM) accepts no liability for claims raised against the client as a result of the publicity project, provided that the agency (KM) has complied with its duty of notification; in particular the agency (KM) accepts no liability for the costs of any trial, the client's own legal costs or the cost of passing judgment, or for any claims for compensation or similar claims by third parties. In the event of a claim being made against the agency (KM) itself on account of one of its publicity projects, the client will indemnify the agency (KM): the client must therefore reimburse the agency (KM) for all financial and other losses suffered by the agency (KM) as a result of a claim made by a third party.