

General Terms and Conditions

GTC

1. Offer

During or immediately after the conception phase, I will make an offer to the interested party; if he / she does not accept them, travel costs may be incurred for him / her, otherwise no further obligations.

2. Order Placing

If the **offer** is accepted I create a contract based on it which I and the client must sign.

This contract includes among others:

2.1. Scope

2.2. Date of delivery

2.3. Price

2.3.1. An advance payment of 20% of the offered order amount becomes due.

2.3.2. From the time the order is placed and in the event of a its cancellation by the client, regardless of the reason, I am entitled to retain the advance payment as compensation for the accomplished work involved.

3. Fine adjustment

After creating the concept prototype and the resulting fine adjustment of the order, a corresponding price adjustment may be necessary if the scope of performance changes by more than 15%.

4. Training

When handing over the website, the client is entitled to an introduction training on its care. This maximum 3-hour training is included in the basic price; Extensions will be charged additionally ([hourly rate](#) and [travel expenses](#) if applicable).

5. **Warranty**

The warranty period of 2 months from handover applies only to defects under the following conditions:

5.1. They are to be evaluated as a functional error or as a clear deviation from the agreed performance.

5.2. They are clearly reproducible and will be documented and reported in written form within the warranty period.

5.3. They occur:

5.3.1. When using the most common browsers in their current version.

5.3.2. Using Internet access at a normal connection speed and after enabling the security settings for the technologies used, such as cookies, ActiveX components, etc.

5.3.3. I undertake to remedy such defects free of charge and within the shortest possible time limit, as of notification.

6. **Hourly Rate**

My hourly rate is **CHF 80.-** and normally applies to all services being rendered outside the specific contract conditions and scope.

7. **Travel expenses**

Within the Bern agglomeration (zones 100 + 101, according to Libero Public Transport Network Bern) I raise no travel expenses. Otherwise applies:

7.1. **Transport expenses**

CHF 0.70 / km

7.2. **Travel time**

CHF 50.- / hour

8. **WEB-hosting**

I work with world known hosting companies. The latest at the website go live, the client will take over the payment of hosting costs, which are usually annually recurring.

Typical costs: USD ~ 80.- / year

(this is only an indicative price. The actual price strongly depends on the provider).

9. Domain Registration / Support

There are various ways in which the client comes to his / her own domain, for example:

- 9.1. Acquired through my intermediation at my WEB hoster.
- 9.2. Acquired through another provider, by my mediation or not, as the client wishes.
- 9.3. The client already has a domain.
- 9.4. Regardless of the source, the client takes over the domain costs, which are usually annually recurring.

Typical costs: USD ~ 10.- / year

(this is only an indicative price. The actual price strongly depends on the provider).

10. Business E-mail address

The client may, either through my hosting company or another, acquire its own business e-mail address; I act only as an intermediary. The costs are paid by the client.

Typical costs: CHF ~ 40.- / year

(this is only an indicative price. The actual price strongly depends on the provider).

11. Payment Conditions

- 11.1. Immediately before the "Go Live" of the website, I require from the client / the client, the settlement of the total, or balance.
- 11.2. The definitive ownership transfer of the website to the client takes place only after receipt of complete payment.
- 11.3. Any other activities that are not included in the contract price will be charged at [hourly rate](#) (+ any [travel expenses](#)). Any extensions, adjustments or other activities shall be made at

the same [hourly rate](#) (+ [travel expenses](#) if necessary), unless otherwise stated in written form.

11.4. Payment Delay

For late payment of outstanding amounts, I charge dunning fees, graded as follows:

- 1) Reminder: without reminder fees.
- 2) 1st Dunning: CHF 20.-
- 3) 2nd Dunning: CHF 40.-
- 4) In case of payment I reserve the right:
 - In the case of a new website, switch it off without notice until payment of the outstanding amount.
 - In the case of other services, to terminate these without compensation and to immediately stop all others.

12. **Disclaimer**

I assume no liability:

- 12.1. for direct or indirect damages due to technical problems, server failure, data loss, transmission errors or other reasons.
- 12.2. For lost profits and consequential damages.
- 12.3. For damage caused by deficiencies in third-party programs.

I assume no costs for service provision of third parties.

13. **Self-promotion**

Unless otherwise stated, the client agrees that I could display the graphics, websites, etc. created for him as a reference in my homepage if necessary. The client allows me to attach on his Website a link to mine. As a rule, I place my logo without comment in the bottom address bar of its website and link it to my own website.

14. **Data Privacy protection**

I treat all data supplied by the clients confidentially and do NOT pass them on to third parties, except under strict conditions to partners, who are involved in the fulfillment of the order.

15. **Copyright**

The client assumes all legal and financial responsibility for the material supplied by him; in particular, possible claims of third parties for copyright infringement, regarding the use of such material, are entirely at the expense of the client. He alone is responsible for textual content or other publications and the full costs of a given legal process.

16. **Delivery Delays**

I am extremely committed to meeting delivery deadlines. In the event of non-compliance, a reasonable delivery time is to be granted to me. I am not liable for any damages resulting from a delay, in particular for services in which third parties are involved.