



MARTY DESIGN Sàrl

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General terms and conditions

The following terms and conditions govern the relationship between the client and Marty Design. They are an integral part of every mandate.

Design services

Marty Design is called upon to provide the following services in the fields of design, visual communication and personalized painting:

- a. Preliminary work and planning
- b. Detailed design and projects
- c. Production and finishing
- d. Preparation, monitoring and production surveillance

For additional services, in particular in the field of writing/design of advertising texts, product and shape design, the designer refers to the guidelines of the respective professional associations.

Good faith, professional secrecy

Marty Design undertakes to carry out the mandate entrusted, according to the rules of the art, diligently, and as close as possible to professional conscience.

We are bound by professional secrecy on all information communicated by the principal as well as on that of which we became aware within the framework of the mandate.

For products under development, Marty Design will protect confidential information until authorized by the client to showcase the design.

Copyright

Marty Design will own the copyright for all material created under this agreement. Marty Design can showcase sample works from this project as portfolio and marketing purposes. For products under development, Marty Design will protect confidential informations until authorized by the client to showcase the design. If the client desires to fully own the copyright for the designs created under this agreement, Marty Design will transfers these rights with a defined additional contract and for a fee.

Nature and extent of use

In the absence of other provisions, the framework, duration and radius of use are limited to the first use of the works created by the designer.

In the event of use outside of what is provided for in the contract, the client will require the designer's authorization and agree to remuneration.

Guarantee

For any modification, adaptation, transformation of third party works (design work, photos, texts, models, electronic data, etc.) the designer admits in the absence of express reservation from the client, that authorization for use exists and that consequently it will not result in a violation of the rights of third parties.

General terms and conditions

Billing

The price estimate established in our quotes represents the total budget based on the potential changes requested. This does not constitute a price guarantee for final billing.

Document retention

Marty Design will keep the documents, models, etc. for one year from the end of the mandate. relating to the mandate. Beyond this and in the absence of specific provisions formulated in writing, the designer is not required to keep them. If there is a need to retain documents for a longer period, a separate clause will be stipulated in writing. For large projects, the designer can charge for the electronic data carriers used.

Submission of original documents intended for printing and/or production.

The original documents intended for printing and/or production (cleaned documents, electronic data, illustrations, negatives, slides) remain the exclusive property of Marty Design and are made available to the client for use only. for the purpose provided for in the contract.

Marty Design is authorized to reproduce its work for its documentation (proof of its services) or for publication of its work.

Reduction or cancellation of the order

Fees are due to Marty Design for all or parts of each phase of work. In the event of reduction or cancellation of the order, Marty Design is entitled to fees on the work already carried out.

The following costs are also due to Marty Design

- a. the reimbursement of costs granted to third parties
- b. compensation for any other damage resulting from the reduction or cancellation
- c. to use the work completed up to the time of cancellation for other purposes.

Acceptance of the mandate according to quote

By approving the pricing quoted client agrees to submit to the general terms & conditions.

Payment Terms

At the end of each phase of work, Marty Design will issue an invoice. This is payable within 30 days, without deduction. For major works extending over a period of more than two weeks, Marty Design is entitled to request the payment of deposits.

Applicable right

Swiss law is applicable to relations between principal and designer.

In the absence of specific provisions agreed in these general conditions of the mandate, the provisions of the Swiss Code of Obligations, art. 394 ff on the simple mandate, apply.

Client agrees to terms and policies specified above:

Name _____ Date _____

Surname _____ Signature _____