

General Conditions for Services of CORE AG Design Works.

1. Coverage of the General Conditions for Services ("GCS")

The GCS, in principle, govern all business relations between CORE AG Design Works. ("CORE") and the customer with respect to all services in Graphic Design, Image Design and Processing, Visual Merchandising, Industrial Design and other communication services ("Services").

2. Creation of the Agreement

2.1 The order is always based on a written and detailed offer by CORE for specific services. An order is considered to be given and binding as soon as the offer has been accepted by the customer and CORE has made out the written confirmation of the order and the first instalment payment made by the customer has been credited to the account of CORE.

2.2 Within the framework of the written confirmation of the order, the customer and CORE agree upon a date of the execution of the services. Possible delays for the execution of the respective services begin with the delivery of the confirmation of the order by CORE, the counter-signing and fulfilment of the financial obligations by the customer in due time.

3. Specification of the services and their modifications

3.1 CORE in principle renders the services according to the GCS and the written confirmation of the offer by CORE, which are considered as basis of the conclusion of the respective contract

3.2 If the customer wants to alter the coverage or order additional services, CORE will adapt the offer correspondingly and make out a complementary confirmation of the order which defines the altered coverage with respect to costs and date of execution and is to be counter-signed by the customer.

3.3 CORE is entitled, with the consent of the customer, to have the contractually agreed specific services executed by a professionally qualified sub-contractor. The invoice of the sub-contractor will be made out in the name and to the address of the customer and will be checked by CORE. If the respective invoice is appropriate CORE will forward it to the customer for payment or if it does not correspond to the offer CORE will have it corrected by the sub-contractor.

If CORE transfers the execution of the services to such a professionally qualified sub-contractor, CORE is exclusively liable for its careful choice, instruction and supervision. The cost for the sub-contractor must be approved by the customer.

4. Duties of the customer

4.1 The customer is obliged to make all necessary arrangements for the timely execution of the Services and to provide all necessary information, content and facilities required for the execution specified in the confirmation order.

4.2 The customer is obliged to prepare at its own cost all preparatory work for the professional execution of the services in due time as defined in the confirmation of the order.

4.3 If the customer fails to prepare the arrangements required for the execution of the services as set forth in the confirmation of the order, the contractually agreed price and date of the execution of the services is adjusted accordingly, and CORE is entitled to fix an appropriate new price and a new date of execution.

4.4 Should CORE be hampered in the execution of the services for reasons which are not acceptable or be kept back by the customer after the execution of the services, all resulting costs have to be borne by the customer.

5. Execution of the order

5.1 CORE carries out the services according to the instructions given by the account executive of the customer. The customer is obliged to discuss possible instructions in relation to the execution with the respective account executive of CORE.

5.2 The customer is aware that only the written confirmation of the order is conclusive and that CORE is not committed or cannot be made committed by possible consent expressed or statements made by employees as long as CORE does not make out a written additional document to the confirmation of the order and have it counter-signed by the customer.

6. Conditions of payment

6.1 In principal, the conditions of payment set forth in the confirmation of the order apply. If CORE does not set forth any conditions of payment in the confirmation the customer is obliged to pay the agreed price for the services plus the legal VAT within 10 days upon receipt of the invoice.

6.2 The customer is not entitled to make any deductions for minor shortcomings of the services or to delay part-payments.

7. Default of the customer

7.1 If the customer does not meet the arranged financial obligations in due time or does not meet them within 10 days after being sent a written reminder, CORE is entitled to claim the total amount which is not yet settled at that moment and to stop executing its services until the customer has paid as provided in the contract.

7.2 Should CORE suffer any damage on account of the customer's culpable failure to meet its financial obligations, the customer is obliged to pay all occurring additional expenses of CORE.

8. Warranty

8.1 CORE warrants vis-a-vis the customer that the services are carried out carefully and professionally.

8.2 The customer is obliged to examine the services of CORE without delay and to reprove in writing possible defects within 3 days from the date when the services were executed with CORE. In case the customer calls in another firm for services, CORE is released from any liability.

8.3 CORE exclusively warrants the services which are defined in the confirmation of the order.

8.4 CORE is not liable for the execution of services by third party sub-contractors who had been professionally selected, instructed and supervised.

8.5 The customer is aware and agrees that CORE can be held liable in maximum for the cost invoiced for its services in case of gross negligence and that CORE is not liable for any other direct or indirect damage.

9. Copyright law/Law on immaterial goods

9.1 All rights to immaterial goods, in particular copyright, patent rights and/or designer rights concerning images, designs, drawings, plans, text, software inclusive the respective documentation, technical documents, etc. as well as all know-how in connection with the services of CORE exclusively belong to CORE.

9.2 The customer is entitled to use possible rights of CORE in compliance with the respective agreement. The customer is not entitled to make changes and/or adaptations or processing of the services or otherwise to use the rights of CORE

9.3 The customer is obliged to safeguard that its employees, its counsels and other third parties strictly observe the copyright of CORE, that they make copies only in connection with the respective services and return these after completion of the services to CORE. In case the agreement between CORE and its customer is terminated for some reason, the customer is obliged to return all documents in writing and to delete possible copies on the computer system.

9.4 The customer is obliged to observe strict secrecy concerning the rights of CORE, to enable no third party to have access to such rights and to include its employees, counsels and other third parties in this obligation of secrecy.

10. Notice

10.1 CORE is entitled to serve notice of the agreement by registered letter if the customer does not carry out activities/services within the provided period of time or does not carry them out within an additionally granted period of 20 days fixed in writing or declares in what period of time the owed activities/services will demonstrably be carried out.

10.2 With notice being served all obligations become due. The customer is obliged to settle all outstanding claims of CORE within 5 days.

10.3 After all remainders have been paid, CORE is obliged to carry out all services with the customer within an adapted time plan.

11. Further conditions

11.1 Modifications and/or additions require the written form and must be signed by CORE and the customer.

11.2 All disputes between CORE and the customer are exclusively governed by Swiss law.

11.3 For all disputes relating to the realisation, content and termination of this agreement the Commercial Court of the Canton of Zurich is competent.