

## **General Terms and Conditions**

Laboratorium Media AG is delighted that you have decided to let us process your films, images and data. Your satisfaction is our top priority. If you have any questions or suggestions or in the event that something fails to go according to plan, please do not hesitate to contact us.

### **Products and prices**

Our prices and shipping costs may change from time to time. Our current product range and the applicable prices (excl. VAT) can be found on our website at [www.laboratorium.ch](http://www.laboratorium.ch). This shall not affect special offers or individual agreements.

### **Guarantee and liability**

Laboratorium Media AG guarantees that orders shall be executed professionally and with the greatest care. Complaints relating to technical defects to the delivered products must be submitted within 10 working days.

Laboratorium Media AG assumes no liability whatsoever for damage to or loss of films, negatives, slides, masters, digital data or other objects of value during storage, processing or transportation. Where we are demonstrably at fault, our liability shall be limited to the replacement of the unexposed raw material, data carriers or their equivalent value. Further claims of any kind whatsoever, in particular the assertion of compensation for sentimental value, recording costs, travel costs and expenses, are excluded. The customer shall be responsible for taking out adequate insurance (shipping, fire, theft, damage and loss risks) for photographic material, digital data, agency pictures and originals entrusted to us.

We shall not assume any liability for changes in colour or tonal value of analogue or digital reproductions.

### **Delivery**

The packaging and shipping of all products shall be charged on an expenses basis. The customer shall be liable for the loss of or damage to the consignment while in transit to or from Laboratorium Media AG.

### **Terms of payment**

You will receive an invoice upon delivery. Please settle this invoice within the payment period specified in the invoice.

If the invoice is not settled within the specified time, default interest amounting to either CHF 15.00 or six percent (6%) p.a. shall be due on the amount payable. The interest shall be due upon payment of the second invoice. The same shall apply if a subsequent payment extension is granted or instalment payments are agreed for the amount owed. In the case of instalment payments, interest of 6% shall in each case be due on the remaining outstanding amount. Dunning charges and collection fees shall be charged to the customer.

In the case of large orders, we reserve the right to demand a down payment.

The delivered goods shall remain the property of Laboratorium Media AG until payment has been received in full.

### **Cancellation**

Orders may only be cancelled by mutual agreement. If an order is cancelled, all work completed to date and the cost of work already started shall be due for payment.

### **Third-party rights**

The customer is responsible for ensuring it has written proof that it holds the necessary copyright, proprietary rights and other rights to the pictures to be processed by us. In the event that third-party claims are asserted against Laboratorium Media AG in connection with the order owing to a breach of copyright, proprietary rights or other rights, the customer shall be responsible for averting such claims and shall undertake to indemnify Laboratorium Media AG for any and all losses incurred.

### **Data confidentiality**

Laboratorium Media AG shall treat all analogue and digital data as confidential. Should it be necessary to have an order partially processed by third parties, this shall only occur in agreement with the customer.

### **Data storage**

Your digital image files shall be stored while the order is being processed and shall be deleted 30 days after completion of the order. During this period, the customer shall have the option of transferring the data to its own system for archiving.

### **Validity**

By placing an order with us, the customer accepts all provisions of these terms and conditions of sale and delivery.

### **Place of jurisdiction**

The place of jurisdiction is Zurich.