

General terms and conditions of sale and operating principles

1. Basis for cooperation

These general terms and conditions form the basis for a successful cooperation between the client or its representative, thereafter referred to as “the Client”, and Pro-verbial LLC or its representative, thereafter referred to as “>>pro-verbial”, thereafter referred to together as “the Parties”. They will be provided with an estimate and when the latter is approved, they become part of the contract. As a general rule, any changes made to the contract have to be agreed upon by both Parties in writing. A client representative is any natural or legal person who appoints >>pro-verbial for an assignment in the name of and on behalf of the Client and/or with the aim to invoice the Client for this assignment. In case >>pro-verbial has not been made specifically aware of legal representation or if the legal representation documents are not valid, the natural or legal person will be considered to be the contracting partner of >>pro-verbial.

2. First contact

The first contact, whichever form it may take (e.g. meeting, telephone conversation), is aimed at assessing the Client’s project. It is free of charge and non-binding.

3. Briefing document

If appropriate and/or at >>pro-verbial’s request, the Client will provide >>pro-verbial with detailed briefing documents that will define the nature of the message, the target audience, the target linguistic area, whether gender-fair language should be used, as well as any information required so that the texts delivered by >>pro-verbial will meet all of the Client’s expectations.

4. Deadlines

The Parties will mutually agree upon a deadline by which >>pro-verbial should conclude the assignment. >>pro-verbial commits to meeting the deadline mutually agreed upon. For this purpose, the Client will provide >>pro-verbial with all documents in the appropriate time frame and format, and will give all the instructions required for the work to be carried out. The Client shall inform >>pro-verbial promptly should there be any delay on their part. If necessary, both Parties will then mutually agree on a new delivery deadline for the assignment. >>pro-verbial commits to meeting mutually agreed deadlines providing the Client ensures timely delivery of the required documents to >>pro-verbial.

5. Estimates and extra costs

The estimate is based on precise guidelines and complete documents so that no misunderstanding is possible. These guidelines are binding upon both Parties. Unless otherwise agreed, >>pro-verbial will submit an estimate for every assignment which the Client will approve prior to the commencement of work. The estimate is valid for a period of 30 days, unless otherwise specified. Additional costs that occur during the execution of the assignment (e.g. author’s alterations or additions made by the Client) will be charged extra.

6. Electronic data transfer, file format and submission method

>>pro-verbial will not be held responsible if the texts that are submitted electronically by the Client contain errors or are incomplete. Unless otherwise specified, all documents handed over under the terms of the contract agreed upon are in Word format. >>pro-verbial will deliver the final documents by means of electronic mail to the address specified by the Client.

7. Confidentiality

>>pro-verbial commits to handling all Client data with the strictest of confidentiality and not to disclose it to third parties.

8. Work distribution within >>pro-verbial

>>pro-verbial is free to allocate workload within the company as it deems fit in order to deliver results of the

best quality.

9. Copyright and proprietary rights

The intellectual property rights for copywriting shall be ruled by the Swiss copyright regulations. The proprietary rights are handed over to the Client on receipt of payment. Unless and until the invoice has been settled, Pro-verbial remains the owner of the copyright. On settlement of the payment by the Client, and in accordance with the copyright regulations, >>pro-verbial remains the owner of the author's moral rights.

10. Client's copyright and data ownership

The Client is presumed to be the owner of the proprietary rights of the documents handed to >>pro-verbial under the terms of the contract agreed upon. The Client owns the rights to the electronic data handed to >>pro-verbial. Unless otherwise agreed, >>pro-verbial is not required to store or archive this data.

11. Translated, revised, adapted or written texts

>>pro-verbial will submit the Client with a text proposal. If the Client so wishes, >>pro-verbial will alter the text until it is accepted by the Client. The time undertaken to make these subsequent alterations will not be charged extra, providing they do not significantly exceed the terms of the original contract, or constitute a new contract.

12. Author's alterations

Author's alterations are those changes made by the Client, subsequently to the original texts provided to >>pro-verbial. >>pro-verbial will charge in hourly rate for extra time incurred by such author's alterations.

13. Proofing of laid out texts

At the Client's request, >>pro-verbial can proofread PDF files of texts written, translated or adapted by >>pro-verbial but which have been laid-out by the Client. >>pro-verbial will check the document for any errors that may have occurred in the layout process, for example word division. This service will be charged separately at the hourly rate.

14. Claims

The Client will inform >>pro-verbial of any claim within 8 days after the final texts have been delivered. After this period, >>pro-verbial will consider that the delivered texts have been accepted.

15. Changes made to the contract by the Client

The Client may request changes to the contract in writing at any time during the execution of the assignment. In this case, >>pro-verbial will submit a new estimate which the Client will need to approve before proceeding with the work.

16. Fees and VAT

Rates are charged per line on source text. One standard line has 55 characters including spaces.

All rates are net prices, plus Swiss VAT (except for services invoiced outside Switzerland).

Urgent requests (deadlines of less than 24 hours, overnight assignments, work on weekends or public holidays) may be subject to a surcharge of 50 to 100 percent. For certain assignments, a fixed price or a service contract may also be agreed.

17. Payment terms

>>pro-verbial will send an invoice on completion of the assignment. Prices are net and without deduction. The invoice amount is due within 20 days of billing date.

18. Liability in case of damage

>>pro-verbial's liability in case of damage is restricted to serious misconduct and to potential direct damages.

Unless otherwise agreed, >>pro-verbial cannot be held responsible for the content of the texts, among other things telephone numbers, prices, addresses, spelling of proper names, the accuracy of which is the responsibility of the Client. The Client is responsible for the grammar in the text he provides.

19. Storage and archiving

Unless otherwise agreed, >>pro-verbial is not required to store and/or archive work documents. If the Parties agree to an archiving contract, this service is provided at the risk and expense of the Client and will be invoiced separately. >>pro-verbial cannot be held responsible for the loss of information medium or data.

20. Cancellation or reduction of assignment before delivery or while work is still in progress

If the Client chooses to terminate the contract before the work is delivered, while the work is still in progress, or to reduce the scope of the assignment in progress, >>pro-verbial will charge for the time already spent on the assignment, as well as the costs and expenses incurred for the work. Pro-verbial also reserves the right to seek compensation.

21. Place of jurisdiction and applicable law

The Courts of the canton of Zurich shall have exclusive jurisdiction to settle potential disputes. Swiss law alone is applicable. Items not explicitly mentioned in these General Terms and Conditions are covered by the provisions of the Swiss code of obligations under art. 394 ss.

These General Terms and Conditions are a translation of the original French version which are available on our French website under "Tarifs/Conditions générales". They are provided for information purposes only and the French version shall prevail in case of a divergence in interpretation.

Pro-verbial LLC, July 2022