**General Terms and Conditions (GTCs)**

1. Scope of application

The General Terms and Conditions (GTCs) govern all contractual relations between Your name / Your company (hereinafter: “Illustrator”) and his/her/its clients.

The GTCs are an integral part of every assignment and follow-up assignment, including those issued and accepted by telephone or otherwise in oral form.

In the event of any conflict between the provisions of the assignment and the GTCs, the provisions of the assignment take precedence.

In the event of doubt, the German version applies.

2. Services to be provided by the Illustrator

The Illustrator will provide the services set out in the offer and/or the assignment confirmation. E-mails confirmed by both sides that relate to the service to be provided, as well as minutes of discussions that the other contracting party does not contest immediately upon receipt, will be binding.

The Illustrator may make use of third parties in the performance of specific tasks, and must notify the client of this. In dealings with the third party, the Illustrator will act in the name and for the account of the client.

3. Client’s obligations to cooperate

The client undertakes to make all information, documents and data necessary for the execution of the assignment available to the Illustrator in good time.

The client must also, of his/her/its own accord, notify the Illustrator of circumstances that are of significance to the execution of the assignment but are not obvious to the Illustrator.

4. Warranties

The Illustrator undertakes to carry out the tasks entrusted to him/her/it with due care and with appropriate professional competence.

The Illustrator warrants and represents that he/she/it is the sole holder of the author’s rights of use in respect of the work that has been or is to be created, and that he/she/it will obtain all relevant rights of use when using pre-existing works.

If the client supplies reference texts or illustrations or instructs the Illustrator to obtain reference texts or illustrations from third parties, the client is responsible for obtaining the relevant rights of use.

5. Grant of rights

Copyright and any related rights in respect of the work created by the Illustrator, as well as any preliminary stages and variants thereof (concepts, scribbles, sketches, drafts, etc.) will remain with the Illustrator.

The rights of use and related rights stipulated in the offer or the assignment will be granted to the client. All rights not explicitly referred to will remain with the Illustrator. This applies in particular to the right to edit the work or components thereof.

The nature and scope of the right of use – as regards content, whether exclusive or non-exclusive, limitations in terms of territory and time period – will be governed by the offer or the assignment.

Except where otherwise agreed in writing, the grant of rights will be made for the purpose of the assignment and for a single use, restricted to the territory of Switzerland and not transferable to third parties.

The rights of use granted will not be transferred to the client until the full amount of the remuneration due in respect of the assignment as a whole has been paid.

Even if the client has acquired all rights of use, the Illustrator will retain the right to use the work for his/her/its own promotional purposes (portfolio, own website, social media accounts, etc.). The Illustrator also reserves the moral right prohibiting distortions that affect the work’s integrity.

If the client intends to deposit the work, or variants or components thereof, in a protective register (e.g. for design, topographies or trade marks), this may only be done with the prior consent of the Illustrator.

6. Authorship credit

The client must credit the Illustrator by name every time the work or components thereof is used, in the customary form and employing a designation specified by the Illustrator.

7. Original artwork and data, duty to return and retain

Original artwork and data are the property of the Illustrator. They are lent to the client solely for the purposes of executing the assignment and within the scope of the rights of use granted.

The original artwork must be returned to the Illustrator and/or the corresponding data deleted as soon as they are no longer required for the agreed use. In the event of damage or loss, the client must reimburse the Illustrator the costs of restoring or replacing them. The above is without prejudice to any further claims for compensation.

The Illustrator must retain assignment documents, drawings of works, production documentation and/or the corresponding data for a period of one year following delivery/acceptance of the work.

8. Limitation of liability

The Illustrator’s liability, whatever the reason, is limited to cases of gross negligence or unlawful intent.

9. Acceptance of the work, approval to execute

The client must examine the data, work drawings or other artwork supplied without delay prior to the beginning of production. The Illustrator must be notified in detail of any defects within ten days of receipt of the artwork and/or the corresponding data. In the absence of any notification within this period, the work will be deemed to have been accepted.

Minor differences in colour between the printed product and the work as displayed on a screen or computer printout will be considered as falling within a technical tolerance range and will not constitute a defect. In the case of multi-coloured illustrations, the printer’s proof will be regarded as binding.

In the event of a defect for which the Illustrator is responsible, the Illustrator will be entitled to rectify it within a reasonable time. The client may not withdraw from the contract or demand a reduction in the agreed remuneration until a second unsuccessful attempt to remedy the defect has been made. Substitute performance by a third party is not permitted.

The client must submit the product as prepared for final production to the Illustrator in order for approval to execute (“approval to print” / “approval for production”) to be granted. The Illustrator must either grant approval within five working days or request adjustments.

10. Remuneration, arrangements for payment

The remuneration stipulated in the accepted offer or the assignment must be paid without deduction. If additional work is required due to changes in the client’s requirements compared with those set out in the offer or assignment, this must be compensated additionally.

Unless otherwise agreed, the remuneration will consist of the following components:

* Remuneration for draft
* Remuneration for work drawing
* Compensation for rights of use
* 1st round of corrections

Further rounds of corrections ordered by the client, as well as third-party costs (exclusive consumables, special fonts, courier services, travel expenses, translations, etc.), will be invoiced additionally by the Illustrator.

Unless otherwise agreed, the Illustrator will specify the number of instalments in which the remuneration is to be paid, and the dates on which payment is due.

If the client breaches the Illustrator’s copyright (e.g. by using the work without prior consent, or by unlawful subsequent and continued use) or moral rights (e.g. failure to credit the author or use of an incorrect author designation), the client must pay a surcharge of 100% in addition to the remuneration calculated using the licence analogy.

11. No offsetting

Offsetting of claims between the Illustrator and the client is not permitted.

12. Specimen copies

The client must, of his/her/its own accord, provide the Illustrator with ten flawless, unfolded specimen copies of all works produced. Where producing copies is cost-intensive, this number will be reduced to five.

13. Amendments and variations of the GTCs

The Illustrator may amend or vary these GTCs at any time. For the client, the version communicated at the time when the contract is concluded will apply.

14. Severability clause

If a provision of these GTCs is or becomes invalid, this will not affect the validity of the remaining GTCs. The contracting parties will replace the invalid provision by a valid one that is as near as possible to the intended purpose of the invalid provision.

15. Applicable law

These GTCs and any disputes arising out of them will be governed by Swiss law exclusively, and in particular the provisions of the Swiss Code of Obligations relating to contracts for work and services and agency contracts, as well as copyright legislation. To the extent permitted, the provisions on the conflict of laws and the UN Convention on the International Sale of Goods (CISG) are excluded.

16. Place of performance and place of jurisdiction

**To the extent permitted, the place at which the Illustrator has his/her/its professional or business premises will be the sole place of jurisdiction.**

Last updated 14 January 2021