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GENERAL TERMS AND CONDITIONS: ARTSERVICE

List of Content	Page
1. Prologue	2
2. Scope of Services	2
3. Specific Regulation for Services and Supplies	2
3.1 Down Payment	2
3.2 Payment	3
3.3 Returns	3
4. Specific Regulations for Exhibitions	3
4.1 Deposit and Rent	3
4.2 Insurance	3
4.3 Liability	3
5. Remuneration and Invoicing	4
6. Services over the Scope of the Order	4
7. Billing	4
8. Obligations of the Client	4
9. Obligations of Network of Arts AG	5
10. Termination and Period of Service	5
11. Warranty and Liability	5
11.1 Improper Handling	5
11.2 Waiver of Written Form	6
11.3 Duty for Written Form	6
11.4 Significance of the Written Form	6
12. Final Regulations	6



1. Prologue

This document represents the General Terms and Conditions (hereinafter referred to as GTC) of Network of Arts AG, with its registered office in Lucerne, 6003. By entering into a business relationship with Network of Arts AG you accept the terms and conditions presented to you. Network of Arts AG is a public limited company registered in the Swiss Commercial Register under company number CHE-159.626.272.

Deviating or supplementary terms and conditions of the client shall not become part of the contract. The general terms and conditions that were valid at the time of the order confirmation shall always apply. Subsequent changes shall not be taken into account.

All business relations with Network of Arts AG are subject to Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

2. Scope of Services

Network of Arts AG will process the order given by the client within the defined scope and time frame. These General Terms and Conditions of Business lay down the basis for the business relationship between the principal and Network of Arts AG. The scope and timeframe of the order shall be set out separately in writing. The result of an order, if physically or technically ascertainable, is called product in the following. The service necessary to produce and deliver this product is called service.

3. Specific Regulations for Services and Supplies

3.1 Downpayment

For deliveries of material, hardware, works (hereinafter referred to as products) or similar, there is an obligation to pay in advance. Network of Arts AG may invoice the full value of the product including delivery costs at the beginning of the order.

The delivered product remains the property of Network of Arts AG until full payment has been received, even if it has already been installed on the premises of the customer or third parties. This also applies to products which have not yet been produced.

3.2 Payment

If not declared otherwise, Network of Arts AG may charge the customer on a monthly basis for the work performed and other costs incurred, even if the finished product has not yet been delivered to the customer.

3.3 Returns

A return of products is only possible if the product was not explicitly created on behalf of the customer. A return of damaged products is excluded.

4. Specific Regulations for Exhibitions

4.1 Advance Payment and Rent

In the context of an exhibition, Network of Arts AG usually charges a rental fee, which is valid for the duration of the exhibition. This amount is due without deduction at the beginning of the rental relationship.

4.2 Insurance

If Network of Arts AG lends objects to the customer, Network of Arts AG is permitted to take out insurance to cover these objects to an appropriate extent. The customer shall be responsible for the costs of the insurance. This insurance may be waived if the customer is prepared to pay for any damages in full.

4.3 Liability

The tenant (client) is liable for any damage to rented objects, especially if such damage was caused by the tenant or could have been prevented by the tenant. Rented objects are to be returned to the landlord (Network of Arts AG) in the same condition as they were handed over by the landlord.

5. Remuneration and Invoicing

All prices quoted are in Swiss francs (CHF), unless otherwise declared, and are exempt from value added tax, unless otherwise declared.

6. Services over the Scope of the Order

Should Network of Arts AG, in agreement with the principal, provide services which go beyond the declared services, or should Network of Arts AG provide services which have arisen due to breaches of duty or obligation by the principal, these may be invoiced in full.

7. Billing

Invoices issued by Network of Arts AG are usually payable within 30 (thirty) working days, unless otherwise declared. A first reminder is free of charge, for each further reminder Network of Arts AG reserves the right to charge a contribution towards expenses of up to CHF 300 (three hundred), but not more than 10 (ten) percent of the invoice amount. As long as the principal is in possession of an outstanding debt, but not within the first 10 (ten) working days from the date of invoice, Network of Arts AG reserves the right to suspend any work on the order until the full invoice amount has been received.

8. Obligations of the Client

The client is obliged to provide Network of Arts AG with all information necessary for the fulfilment of the order in a timely manner and in a timely manner. In particular the principal shall grant Network of Arts AG access to the principal's premises, insofar as this is necessary for the execution of the commission.

9. Obligations of Network of Arts AG

Network of Arts AG has the obligation to complete the client's order within the defined period and according to the defined scope. In so far as a deadline cannot be met, Network of Arts AG shall be obliged to inform the principal in good time.

10. Termination and Period of Service

Failure to comply with a fixed deadline shall be harmless to Network of Arts AG if and insofar as the delay is due to the principal's fault. Network of Arts AG reserves the right to extend already defined time limits due to delays caused by the principal, at the minimum by the delay caused.

The contract may be terminated prematurely by either party in the event of substantial breach of duty by the other party, after reminder and setting of a period of grace, especially if the principal does not fulfil his obligations or has unsettled claims. Furthermore, the client has the right to withdraw from the contract at any time, whereby Network of Arts AG's claim for remuneration remains in full force and effect.

11. Warranty and Liability

11.1 Improper handling

No warranty or liability is accepted for errors, malfunctions and in particular loss of data that have occurred in products created by Network of Arts AG or in third-party products due to incorrect or improper operation, improper handling or modification of the original product.

In the event of assistance in the event of a malfunction, loss of data or an error caused by the principal or third parties, Network of Arts AG is entitled to charge the client for the expenses incurred.

11.2 Waiver of Written Form

The client or Network of Arts AG may request the other party to enter into a contract without a written form. By signing a form prepared by Network of Arts AG, the defined contract is exempted from the mandatory written form. In case of dispute the burden of proof shall always rest with the principal.

11.3 Duty for Written Form

Irrespective of the waiver of the written form as defined in paragraph 10, the written form is always mandatory for cost estimates, order confirmations and invoices.

11.4 Significance of the written form

Letter or e-mail are accepted as written form. Short messages (so-called SMS), pager, telephone or similar services are not recognized as written form. Letters must be addressed to the domicile of the company.

12. Final Regulations

Any handwritten changes in these terms and conditions are void. Changes or extensions of the same require the written form.

These terms and conditions replace any existing terms and conditions with immediate effect. Should individual provisions of a contract or of these GTC be or become void, the validity of the remaining provisions shall not be affected thereby. Instead of the invalid provision, the provision that both parties would have agreed upon in good faith, taking into account the economic aspects and striving for the original purpose, shall apply. The same shall apply in the event of a contractual loophole.

The place of jurisdiction is Lucerne.