

GENERAL TERMS AND CONDITIONS

SCOPE OF APPLICATION

These general terms and conditions apply exclusively. Any conditions of the client that are contrary to or deviate from the terms and conditions will only be recognized by us if we expressly agree to their validity in writing. All services provided by AudioInc. Are exclusively subject to these terms and conditions. All deviating agreements between AudioInc. And the client must be made in writing. The mutual transmission of documents via mail or email meets the requirements of the written form.

PLACING ORDERS AND SERVICES

The offers of AudioInc. are subject to alteration and non-binding. Orders placed, even if transmitted by phone or email, are binding for the client. For AudioInc. the order only becomes binding after an order confirmation has been sent to the client. The scope of services to be rendered by AudioInc. results from the order confirmation and is binding for the respective order. If further services are ordered afterwards, these must also be confirmed in writing.

TYPES OF ASSIGNMENT, DURATION AND OVERTIME

In principle, daily assignments are aimed for. The duration is 10 hours including arrival and departure times as well as breaks. Possible half-day rates are in the scope of: 1-5 hours including arrival and return travel time. Half-day rates must be confirmed separately. Overtime will be charged at a minimum of 10% of the daily rate per hour worked. Daily assignments that extend into the early morning hours will be invoiced as two-day assignments, since an order cannot be started the next day for safety reasons, for example due to fatigue.

START / END OF WORK

Work begins from the moment the journey to the site of assignment commences until the return to the company's registered office. In the case of assignments lasting several days, the official end of work is reached upon arrival at the hotel. The registered office is: AudioInc. Schwanengasse 19, 2503 Biel, Switzerland. This address is used to calculate the travel distances and is a binding component of these general terms and conditions. Other agreements will only be accepted after written confirmation.

AUDIOINC. OBLIGATIONS

AudioInc. commits itself to a professional, conscientious and responsible execution of the assigned work in the interest of the client and in compliance with safety regulations. Information provided will be treated confidentially.

INVOLVEMENT OF THE CLIENT

The client is required to cooperate in good faith in the fulfillment of orders with its fundamentals. In particular, they will provide the necessary information and documents for the fulfillment. The client is obliged to comply with the legal regulations. In particular, work permits for work assignments during the night, work safety, etc. The client is obliged to inform AudioInc. about particular dangers and risks at the place of work before starting the activity.

TRANSFER OF RISK

If the client provides a poor or insufficient technical infrastructure or lack of coordination, AudioInc. assumes no liability for the service provided. All technical and organizational requirements must be in place as discussed and defined in advance.

DOCUMENTS PROVIDED

We reserve the property rights and copyrights to all documents provided to the client in relation to the order, such as calculations, drawings, plans, images and renderings etc. These documents may not be made accessible to third parties. Exceptions will only apply if AudioInc. agrees to this disclosure in writing. In the event of infringement, we reserve the right to claim damages.

RETENTION OF TITLE

AudioInc. retains ownership of the delivered item until complete payment of all claims. AudioInc. is entitled to take back the offered item (e.g. in the event of agreed partial payments) if the client acts in breach of the contract. Taking back the purchased item does not constitute a withdrawal from the contract as long as this has not been expressly declared in writing.

DEADLINES

AudioInc. will always adhere to the agreed deadlines unless unforeseen events make this impossible. Should a delay arise in the workflow as a result of a delay in information on the part of the client, AudioInc. cannot be held responsible for the delay. AudioInc. reserves the right to refuse an order or withdraw from an existing cooperation agreement in cases of unreasonable hardship. In these circumstances, the client cannot claim damages against AudioInc. The services provided by AudioInc. up until this point will be invoiced to the client (pro rata temporis).

CANCELLATIONS

Work that has already been provided on the basis of a time specification (e.g. planning tasks etc.) will be invoiced to the client (pro rata temporis). The client can terminate the contract at any time up until completion. If the client cancels, we are entitled to claim the agreed order amount. Agreed travel and hotel costs as well as expenses will not be charged in these cases, provided they have not already been incurred.

In the event of cancellation up to 30 days before the start of the work, a cancellation fee of 50% of the agreed fee will be charged, in the event of a cancellation 9–5 days before the start of the work, a cancellation fee of 75% will be charged, in the event of a cancellation 4–1 days before the start of the work or shorter, a cancellation fee of 100% will be charged. Unavoidable extraordinary circumstances only exist if the respective event(s) is/are officially prohibited by the authorities. If a cancellation occurs as a result of unavoidable extraordinary circumstances, all services that have been provided up until this point must be paid for. The client has the obligation to notify. If the order is placed in an already existing crisis situation, the liability is transferred to the client.

FEE

The offered daily rate applies.
All prices are exclusive of VAT.

OVERNIGHT ASSIGNMENTS

will be charged as a two-day assignment or with a fee surcharge of +50%.

TRANSPORT TO THE VENUE

Costs for parking, travel and/or flights as well as accommodation and catering are at the expense of the client and will be charged separately upon request. For travel by car, CHF 0.80 per kilometer driven will be charged.

Travel by train will be charged in 2nd class without half-day or rail card. Travel by public transport will be charged according to the ticket. If rental vehicles are provided, comprehensive coverage with a maximum reduction of the deductible will be sought and charged according to the receipt of the car rental. For events outside of Biel (Switzerland), a hotel room is to be provided depending on the time and duration of the work assignment. The client will bear the hotel costs (bar, mini-bar and media are not included). A single room is assumed. Generally, a hotel room 3* with breakfast is booked.

OFF DAYS

Off days are charged at 50% of the daily rate, travel days are considered working days, as no order can be accepted during this time. All services are rendered in independent purchase and are settled by AudioInc. independently with the Bern compensation office. Upon request, an official confirmation of the compensation office can be presented to the client.

EXPENSES

Should AudioInc. have to pay production-related costs for the client, the expenses will be recorded in a separate invoice. This invoice is due immediately and in full. For a breakdown of expenses, copies of all original receipts will be attached to the invoice.

EQUIPMENT

Costs for any tools and/or machinery (hoists, etc.) required for an order are to be provided by the client.

CATERING

If no catering (drinks, snacks, meals) is available or planned for a production, AudioInc. must be informed in good time, no later than one day before the start of the work. In this case, the catering costs will be invoiced to the client as a lump sum or according to the receipts and must be paid immediately with the final invoice.

As a guideline:

Breakfast CHF 20.00

Lunch CHF 30.00

Dinner CHF 40.00

INVOICING AND PAYMENT DEADLINES

Invoices must be paid within 10 days. The invoices are to be paid without deductions in (CHF) Swiss Francs. In the event of late payment, AudioInc. will charge a reminder fee amounting to 5% of the agreed fee, which must be paid immediately with the amount due. If the amount owed is not received in the account of AudioInc. within 14 days of the payment reminder, AudioInc. reserves the right to claim the amount owed by legal action. If the client is in arrears with the settlement of invoices due, AudioInc. is entitled to cease work until the claims are fulfilled.

LIABILITY

The liability of AudioInc. for any damages, provided that they are not caused intentionally or by gross negligence, is excluded. AudioInc. makes the client aware of any legal concerns regarding the realization of the project(s). All actions may be carried out in the name of the client. Liability for financial and consequential damages is excluded as far as legally permissible.

Audiolnc. rejects any kind of liability in connection with damages, disturbances and defects caused by the equipment or apparatus during the rental period.

If a service cannot be performed or performed on time by Audiolnc. due to untimely delivery of information and/or goods by the client or due to the client being unavailable, the client must bear the resulting damage. Additional expenses incurred by Audiolnc. will be charged to the client in addition to the agreed costs.

Our client is obligated to provide us with the information that enables proper execution of the order in the agreed time frame. This can be: Floor plans, technical plans and drawings, seating plans, escape and rescue route plans, stage and sound plans, lighting plans, energy requirements and material lists.

The provision of information also includes notification of the time schedule of the planned event as well as the required operating times. If it becomes clear before or during the execution of the order that the information provided to us is insufficient, we will immediately inform the client of this. Unless otherwise agreed, our client is obliged to carry out the work coordination stipulated by the respective professional association; we will not be liable for any damage caused by our client's breach of this obligation.

CLOSING PROVISIONS

Should individual provisions of the general terms and conditions be invalid or lose their validity due to a circumstance arising at a later date, a corresponding adjustment will be made. The same applies to gaps in the general terms and conditions. For all disputes arising from the cooperation, the place of jurisdiction is Bern. Swiss law applies exclusively.

CHANGES TO THE GENERAL TERMS AND CONDITIONS

Audiolnc. has the right to change the general terms and conditions at any time. In the event of ongoing projects, Audiolnc. has the right to announce the changes in advance and in a suitable manner. Without written objection by the client within 3 working days after notification, at the latest, however, in the event of a follow-up order, the changes are considered approved. In the event of an objection, the "old" general terms and conditions will only be valid until the completion of the project.

PLACE OF JURISDICTION AND PLACE OF EXECUTION

All agreements and other legal relations between the parties which are subject to these general terms and conditions are governed by Swiss law, to the exclusion of the Vienna Sales Convention (CISG) and any other international treaties. All disputes arising from or in connecting with agreements of other legal relations between the parties that are subject to these general terms and conditions is the jurisdiction of the competent court at the registered office of Audiolnc., or at the option of Audiolnc., the registered office or domicile of the client.