

1. General

These General Terms and Conditions (GTC) regulate the business relationship between the customer and SarahWebDesign. Customers who use the services or products of SarahWebDesign thereby acknowledge the present GTC.

SarahWebDesign offers services and products in the areas of website creation and maintenance, SEO, corporate identity, corporate design and marketing.

2. Prices and payment terms

2.1 Preliminary discussion

The first consultation and information meeting between SarahWebDesign and the customer is free of charge and non-binding.

2.2 Invoicing

The invoice will be issued after the completion of the order and sent to the customer electronically.

SarahWebDesign can also issue annual, monthly or interim invoices. The amount of the interim invoice is based on the services provided by SarahWebDesign up to that point.

Invoices for maintenance contracts and the like are usually issued upon placement of the order for the current contract period and are payable in advance.

2.3 Payment Terms

The invoice amount is payable within the payment period of 30 days without deduction. If payment is not made by the due date at the latest, the customer will automatically be in default without a reminder. After an unsuccessful first reminder (in writing or by email), SarahWebDesign can suspend the provision of services until full payment is made (including any disconnection of the website and blocking access to the software). In the event of late payment, fees will be charged from the second reminder, amounting to CHF 50.00 per reminder, which will be invoiced. Furthermore, SarahWebDesign may terminate the contract with the customer without notice and/or claim damages. SarahWebDesign reserves the right to pursue collection cases through debt collection proceedings and/or assign uncollectible claims to third parties.

2.4 Cancellation

If an order is cancelled by the customer, all hours or expenses incurred up to the time of cancellation must be compensated. At the same time, the customer loses any right of use (see Section 3.8) to the tools (such as CMS, etc.) provided by SarahWebDesign.

3. Scope of services, rights and obligations of SarahWebDesign

3.1 Duty of care

SarahWebDesign undertakes to provide its services in a professional and diligent manner within the scope of the order.

3.2 Browser compatibility

SarahWebDesign guarantees that all websites are compatible with modern browsers (Firefox, Google Chrome, Safari, Opera). There is no guaranteed compatibility for all older versions. Depending on the web browser and operating system, the website may be displayed differently. On mobile devices such as smartphones and tablets, the formats and resolutions are very different. Depending on the mobile device used, the website will therefore be displayed differently. The display of websites on mobile devices is aligned to the common standard widths.

3.3 Search engines

SarahWebDesign does not guarantee the success of any improvement in search engine positioning, as this depends on numerous factors over which SarahWebDesign has no influence.

3.4 Warranty

Defects affecting the warranted properties will be remedied by SarahWebDesign free of charge within a reasonable period of time, provided they are reported by the customer within 8 days (in writing or by e-mail). A defect is considered to be a circumstance that either contributes to a significant malfunction or impairs the essential function of the product. Defects not caused by SarahWebDesign, such as disruptions at the Internet Service Provider or further failures of services used by SarahWebDesign, are excluded from this warranty.

3.5 Disclaimer

The liability of SarahWebDesign is also limited to damages resulting from intentional breach of contract or gross negligence by SarahWebDesign. Any damages must be reported to SarahWebDesign immediately (in writing or by email). SarahWebDesign also assumes no liability for (direct or indirect) damages due to technical problems, server failure, data loss, transmission errors or other reasons beyond SarahWebDesign's control, and in no case shall be liable for lost profits, lost benefits or other indirect or consequential damages of any kind. Any liability of SarahWebDesign is limited to the current value of the services claimed. SarahWebDesign is also not liable for hardware or software products from third-party companies that it sells or otherwise provides to customers.

3.6 Delay in Delivery

SarahWebDesign endeavors to meet the stated delivery deadlines. If these deadlines are not met, SarahWebDesign must be granted a reasonable period of time. Special obstacles outside the control of SarahWebDesign (such as delayed cooperation by the customer, natural events, special events, accidents or illness, significant operational disruptions or labor conflicts, etc.) entitle SarahWebDesign to postpone the agreed deadlines.

3.7 Illegal and immoral content

SarahWebDesign reserves the right to terminate all contracts with the customer without notice and to terminate the business relationship in the event of illegal, immoral or unethical content on a website.

3.8 Rights of use and copyrights

The rights of use and copyrights of all services provided by SarahWebDesign, which are individually and customer-related provided within the framework of the contract, shall, insofar as they are transferable, pass to the customer upon completion of the project and after full payment of the (final) invoice. If SarahWebDesign uses third-party software, all rights to it shall remain with them, unless there is an agreement between the third party, SarahWebDesign and/or the customer to the contrary. The license terms of the respective software manufacturers and any additional terms and conditions of SarahWebDesign shall apply. For open source programs, the respective license terms shall apply. Customers can view this information on the provider's website at any time. The customer expressly acknowledges and agrees that the shop and web software that may have been used by SarahWebDesign is not their property. It is the responsibility of the customer to possess the respective rights of use and copyrights for any material (such as texts, graphics, etc.) that he publishes on his website or to obtain the consent of the respective copyright holder.

SarahWebDesign forwards legal claims of third parties from copyright infringements or other claims to the customer. Any costs of legal prosecution shall be borne solely by the customer.

3.9 Security, Data Protection, and Advertising

SarahWebDesign is committed to ensuring security in systems, programs, etc. that it owns and over which it has influence, according to the current state of technology, as well as complying with current data protection regulations. The parties treat all information confidentially that is neither generally known nor generally accessible, especially information about know-how and program design. In case of doubt, information is to be treated as confidential. This confidentiality obligation exists even before the conclusion of the contract and lasts beyond the termination of the contract. Unless other written agreements are made, SarahWebDesign is entitled to publish the work and activities for the client after the completion of an order. SarahWebDesign is also entitled to place the name and a link to the SarahWebDesign website (<https://sarahwebdesign.ch>) on the work.

3.10 Involvement of Third Parties

SarahWebDesign is expressly permitted to involve third parties in the performance of the contract. However, SarahWebDesign remains directly responsible to the client for their performance.

4. Rights and Obligations of the Client

4.1 Duty to Cooperate

The client cooperates in the performance of the order by SarahWebDesign, insofar as this is necessary. He provides SarahWebDesign with all the information required for the performance of the services in a timely manner.

Without contrary information from the customer, SarahWebDesign assumes that only copies are provided, which are needed for the order and may be modified by SarahWebDesign. The customer agrees to adhere to the deadlines specified by them and to inform SarahWebDesign in advance in case of anticipated non-compliance. Inquiries from SarahWebDesign to the customer, whether regarding required materials or other matters, must be answered within a reasonable time frame, but no later than one working week. If this deadline is exceeded, SarahWebDesign is entitled to postpone delivery dates. If the customer fails to meet their cooperation obligations in breach of contract, does not comply properly or on time, and as a result, the provision of services by SarahWebDesign is delayed or damages occur, SarahWebDesign is not responsible for this. If SarahWebDesign incurs additional expenses as a result, these must be reimbursed by the customer. In case of non-fulfillment of cooperation obligations, SarahWebDesign may suspend the provision of services and/or charge additional costs.

4.2 Order Changes and Additional Services

During the execution of an order, the customer may request changes or adjustments of any kind. These and other services that were not explicitly mentioned at the beginning of the order or covered by it are considered additional services and are to be compensated according to the hourly rates specified in the respective contract. The same applies to services outside of the service hours, other services, and extraordinary travel costs and expenses as well as special administrative tasks, as far as they are requested by the customer. Regular travel times are charged at a reduced hourly rate of CHF 20.00. Changes or adjustments made by the customer over the phone require confirmation in written form or by email.

5. Final provisions

The customer can only offset claims against SarahWebDesign with undisputed or legally established counterclaims. The GTC apply in the form valid at the time of conclusion of the contract for an indefinite period, unless otherwise agreed in writing. Should individual provisions of these GTC prove to be invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness and enforceability of the remaining parts of the GTC. These GTC are subject exclusively to Swiss law. In the event of a dispute, the ordinary courts in Lucerne shall have exclusive jurisdiction.

SarahWebDesign, Lucerne, 02.08.2024