

Terms and conditions of sale for writing services

1 General

The placing of any order for technical writing services from RédaTech SA shall imply acceptance of these terms and conditions. Where the term "Customer" is used, it shall refer to any person representing the company that placed an order with RédaTech SA.

2 Timescales

The timescales specified on our cost estimates are calculated in weeks or in working days. They correspond to the time required for the order to be fulfilled by the personnel assigned to it. They are indicative and do not represent a formal commitment. No penalties may be claimed if the specified timescales are exceeded.

In the event of non-availability of the equipment, information or Customer personnel required for fulfilment of the order, there may be a delay in the specified timescales. These specifications do not take into account the time required for proofreading or validation of the documents by the Customer's personnel. If multiple projects have to be completed at the same time, RédaTech SA may, at the Customer's request, make several employees available to complete the work within a shorter time frame. This may result in additional costs.

3 Delivery

The documents are delivered to the customer in file form, in the format specified in the budget estimate. At the express request of the Customer, the source files, or editable files, may be delivered by RédaTech SA in a different format specified by the Customer. The preparation of these editable source files may be chargeable if the requested structures and formats are not in line with the usual working practices of RédaTech SA.

4 Fees and billing

For fees, minimum billing and surcharges for special cases, please refer to the current price list or to the agreements made between RédaTech SA and the Customer as defined in the cost estimate. In the event that the order takes more than one month to complete, progress invoices may be issued at the end of each month on the basis of the work completed during the previous month or the progress of the work as a whole. Billing shall be based on the number of hours actually worked.

5 Interrupted service

The time required to complete the project is estimated to be a certain number of weeks or working days in accordance with the cost estimate. If the Customer causes the project to be interrupted, such that it extends beyond this period, RédaTech SA shall reserve the right to increase the project costs according to the following scale: 2 months: 3%, 4 months: 5%, 6 months or more: 10%

These cost increases shall be based on the time the project manager and project team spend on relearning the required knowledge and/or revisiting the required information in order to resume the interrupted work.

6 Payment terms

Our invoices shall be payable within 30 days, net and without discount. Any delay in payment shall automatically incur default interest in accordance with statutory commercial interest rates.

7 Liability

As the content of the documents is based on information supplied by the Customer, RédaTech SA shall not, under any circumstances, be held liable for any omissions or errors in the documents produced.

Once the delivered documents are used by the Customer, or if there has been no indication to the contrary within ten days of delivery, they shall be deemed to be validated. By validating the documents in this way, the Customer shall be deemed to have released RédaTech SA from any legal, commercial, civil or criminal liability with respect to the content and any use which could be made of the documents.

If other service providers are required to intervene in the work being performed, RédaTech SA may not be held liable for any information thus processed or transmitted.

8 Property

Until payment is made in full for the work performed, all the delivered files or the source files of the documents shall remain the property of RédaTech SA. Upon payment of the total amount due for the services and work, the delivered documents shall become the property of the Customer.

9 Data backup and archiving

Unless the Customer expressly requests that the documents be destroyed, RédaTech SA shall retain and back up all of the Customer's data and source files as well as the deliverables. This service shall be provided on a discretionary basis and RédaTech SA shall in no way be liable for any loss or deletion of data. A complete copy of the data files may be delivered to the Customer on request at any time under the conditions described in point 3.

10 Forum

These terms and conditions shall be subject to Swiss law. In the event of a dispute, the Commercial Court of La Chaux-de-Fonds shall have sole jurisdiction.

The registered address of RédaTech SA is 2300 La Chaux-de-Fonds, Switzerland.