

When contracting with VoXis, the customer declares that he accepts and abides by our General Terms of Sale. The present General Terms of Sale supersede all previous General Terms of Sale previously published by VoXis.

1. WARNING

The Maps, Documents and Database offered by VoXis (The Maps) are subject to the provisions of Swiss laws and in particular: la Loi fédérale du 9 octobre 1992 sur le droit d'auteur et les droits voisins - Bundesgesetz vom 9. Oktober 1992 über das Urheberrecht und verwandte Schutzrechte, as well as the conditions set forth below. The Maps may only be used, reproduced, represented, adapted or copied, in whole or in part, in any form or by any existing or future process, wherever this may be, in conformity with the presents and under reserve of respect for the legal and regulation provisions applicable in the matter.

Any use that may be prejudicial to VoXis, the author or third parties represented is prohibited.

2. WARRANTY

VoXis guarantees the beneficiary of the license for use according to:

1. the General Terms of Sale
2. license agreements
3. special conditions featured on the invoice

3. LICENCE BENEFICIARY

The Beneficiary of the license for use granted by VoXis designates the individual, legal entity or agent who signs purchase of author's rights, or any employee or service provider of that person or entity or that agent who publishes, handles or modifies the images, or takes part directly in the process of creation.

4. CONDITIONS FOR TRANSFER OF RIGHTS OF USE

The transfer of author's rights is effective only provided the 3 following conditions are met:

1. Acceptance by the Beneficiary of the General Terms of Sale
2. Acceptance by the Beneficiary of the License for Use agreement
3. Full settlement of the corresponding Invoice

5. LOAN OF DOCUMENTS FOR USE AS A MODEL – RESPONSIBILITY

The Maps communicated are fully owned by VoXis and must be returned within the agreed times and in perfect condition.

The Maps that cannot be returned due to loss or theft or that is damaged will be covered by compensation whose value may be stated on the contract slip or delivery order. However, where by mutual agreement The Maps can be restored by its author, it will be invoiced to the customer in accordance with the reporting pricing scales with production expenses added.

The Beneficiary alone is responsible with respect to VoXis for any loss or damage attributable to third parties (carrier, postal services, photoengraver, printer, etc.) to whom he has entrusted the said The Maps. No limitation or exclusion of responsibility can be upheld against VoXis.

6. BILLING AND MISCELLANEOUS EXPENSES

Our Invoices are payable cash, net without discount, except by express agreement.

7. PROPERTY OF DOCUMENTS AND RIGHTS. EXCLUSIVENESS

The Maps are the property of their authors or rightful owners. No right of ownership or author's right relating to the Maps transferred to the Beneficiary. The can only be the object of a loan and/or transfer of rights of use.

Unless otherwise specified in the Invoice, VoXis grants to the Beneficiary a non-exclusive right, not liable to sub-transfer of rights and non-transferable for reproduction of The Maps mentioned in the Invoice, within the limits set by the present General Terms of Sale. Where the Beneficiary requests exclusiveness, and where this is possible, such exclusiveness will be subject to an additional agreement stating the duration, geographical area, branch of industry and media together with an increase on the negotiated royalties.

In the event of litigation for infringement and/or illicit use, VoXis reserves the right to take direct legal action against the applicant and/or any intermediate third party and/or the user, and if necessary, order any necessary seizures.

8. RESPONSIBILITIES

VoXis in no event guarantees the exactness of information contained in the maps & documents. VoXis does not grant the Beneficiary any right or guarantee as to the use of names, persons, goods, trademarks, commercial names, designs either registered or not registered, or covered by copyright, or works of art or architecture eventually presents in the maps & documents.

The use of The Map for any other illicit use, is strictly prohibited, whether related directly or indirectly (by context or juxtaposition) to a specific subject. The integration of whole or part of one of our maps & documents in a trade mark, service mark or logo is prohibited.

The Beneficiary has 30 days following delivery to detect possible defects in the material or manufacturing on the delivered products and obtain their exchange or refund. VoXis does not assume any other guarantee of whatever nature for whatever purpose relating to its products and services. VoXis may in no event be held responsible for any damage of whatever sort whether suffered by the Beneficiary or a third party (including but not limited to trading loss, interruption of activity, loss of data or any other commercial of brand image loss) and resulting directly or indirectly from the use or impossibility of using its products and services, even if VoXis has been warned of the possibility of such damage.

In addition, the amounts that VoXis may be brought to pay the Beneficiary as compensation is expressly limited to the total of amounts actually received by VoXis from the Beneficiary in return for the right to use the contentious image.

9. GENERAL AND SPECIAL CONDITIONS

Any loan of The Map, as well as any use or utilization of The Map is subject to full acceptance of the VoXis General Terms of Sale, of the license agreement and special conditions featured on the Invoice, notwithstanding any clause and custom to the contrary that may possibly be shown on the Beneficiary's documents.

10. LAW – ASSIGNMENT OF JURISDICTION

Use of VoXis maps, products and services is governed by Swiss law. In the event of dispute, only the Courts on which the registered office of VoXis depends shall be competent, notwithstanding plurality of defendants or introduction of third parties, even for emergency procedures or enforcement procedures, on summary procedure or on application.