

General terms and conditions of...

PUREPOZ ("PUREPOZ" in the following) (GTC)

The main purpose of PUREPOZ is sharing art and photography. But because our offer is also about business (for all parties involved), we would like to hereby give this a uniform contractual basis. This is served by the rules described here below, which we have established between you as a customer and us as a service provider in a binding agreement.

Our general terms and conditions have the aim of regulating the business relationship between you and us in a binding manner and are intended to achieve a fair balance between PUREPOZ and the customer. The basis of an order and a contract are therefore always the following General Terms and Conditions of PUREPOZ, whose knowledge and inclusion you acknowledge and confirm by placing an order or a service with us. The terms and conditions are available here and you can print them out immediately if required.

The term „photographic work“ means the result of work performed by PUREPOZ for the respective customer in accordance with the agreement between the parties.

For the business relationship between PUREPOZ and the customer, the hereby stated general terms and conditions apply exclusively in the version valid at the time of the order. PUREPOZ does not accept any other conditions proposed of the customer, unless PUREPOZ has explicitly agreed to them in writing.

We would also like to point out and make you aware of the following in advance: The papers, dyes, colors, chemicals and other materials used in our raw materials and manufacturing processes may, like other dyes, change slightly over time, sometimes even from one production batch to another. Changes occur in particular over time due to high temperatures, high humidity - or its strong fluctuations - and solar radiation. In order for you to ensure that you can enjoy our products for a long time, you should not expose prints, laminations and frames, either in whole or in part, to direct sunlight, hang them directly above heating systems or expose them to humidity levels exceeding those of normal living rooms. Prints, laminations and frames are therefore not suitable for e.g. outdoor areas, basements, bathrooms and kitchens. Moreover, laminations with UV protection film or acrylic glass and wooden frames are very sensitive to scratches and stains and should therefore only be handled carefully with gloves or comparable protection.

GENERAL RULES

1. Placement of order

We kindly ask for your understanding that only natural persons, legal entities or partnerships with unlimited legal capacity can order from PUREPOZ. Minors in particular may not place orders with us unless they provide a written paper signed by their respective legal guardian. Further, we ask you to provide us with the complete and correct data requested when placing an order, e.g. first and last name, current address (no P.O. Box) and telephone number (no value- added service number), a valid e-mail address. We are entitled, but not obliged, to verify the correctness and accuracy of the information provided. If the information provided changes after the order has been placed, you are obliged to correct the information immediately by sending an e-mail to [management\(at\)purepoz.org](mailto:management(at)purepoz.org).

2. Services provided

Upon your request for prints using the input assistance provided by PUREPOZ, we will carry out the following services: From the digital template you select, we produce physical prints, i.e. digital data reproduced on a carrier material, e.g. for your own use or it may be for resale.

Subject to written instructions from the customer regarding photographic work and services, the design of the photographic work is entirely at the discretion of the photographer. In particular, PUREPOZ has the sole right to decide on the technical and artistic means of the design including lighting or composition and PUREPOZ can use auxiliary persons of their choice.

Unless otherwise agreed in writing, PUREPOZ is responsible for the cameras and materials as well as the equipment necessary for the photographic work and the customer is responsible for ensuring that the places (locations), objects and persons required for the work are available in good time.

In case the customer has indicated PUREPOZ which persons are to be photographed in the context of the photographic work the customer must ensure that the respective persons have given their consent to use their image in the context of the photographic work. Further, in case the customer has given PUREPOZ a specific location or items to be photographed, the customer must make sure that no right of third parties are violated for the use of the photographic work.

3. Procedure of orders

3.1 The presentation of the products and templates in the online shop is not a legally binding offer, but a non-binding online catalogue. The products selected by you via the button „Add to cart“ will be listed and summarized once again in an order overview at the end of the ordering process. Here you should revise, complete or correct all the information provided during the ordering process. By clicking the button "Checkout" you send your order data and declare bindingly to PUREPOZ that you want to purchase the products listed there (i.e. the summary page). Your order is automatically accepted by us upon receipt of your order. Immediately after sending your order you will receive an order and contract confirmation by e-mail, in which a summary and the details of your order are listed again. The contract language is English. Your order will be saved by us and can be sent to you on request after your order has been completed. For your security, PUREPOZ recommends that you print out the details of your order as well as the General Terms and Conditions of Business applicable at the time of the order.

3.2 If you would like to hire PUREPOZ for photographic work you shall make a written request via e-mail where you shall provide us with the details of the work. Based on your request we will come back to you, discuss the options, and make an offer to you. The acceptance of the offer is binding.

The contract language is English or German.

4. Cancellation of orders

4.1 We would like to point out that for works from the PUREPOZ online shop, a right of revocation is excluded, as the created works are custom-made according to your specifications and tailored to your personal wishes and needs. For goods that are produced according to customer specifications or are clearly tailored to personal wishes and needs, a right of revocation is excluded according to Art. 40f CH OR.

PUREPOZ may, at their own discretion, cancel an order.

4.2 Further instructions when exercising the right of withdrawal

In order to ensure a fast processing, you have the possibility to contact us by e-mail. We also recommend that you always use the original packaging if possible to avoid damage when returning goods.

4.3 Customer photographic work on site (outdoor or studio shooting)

In case the customer postpones a photographic session less than two days before the date of the session to a later date, PUREPOZ shall be entitled to reimbursement of any costs already incurred (including third-party costs). In addition, PUREPOZ is entitled to compensation. The compensation is calculated on the basis of the tariff in the offer to 50% of the fee that would have been owed for the performance of the cancelled session according to the tariff. This also applies if a recording session is postponed to a later date less than two days before the start of the session due to unfavorable weather conditions.

PUREPOZ may, at their own discretion, issue a voucher to the customer in the event of excusable absences.

5. Delivery of products and work

5.1 The delivery time depends mainly on the desired delivery address. The estimated handling times are displayed on the image page.

5.2 Unless otherwise agreed, the delivery will be made from stock to the specified delivery address. After delivery you will usually receive a confirmation e-mail.

5.3 Whenever possible, everything will be delivered in one shipment. However, we are entitled to make partial deliveries.

5.4 Please note that express delivery is not possible.

If taxes, customs duties or fees are incurred for shipments to countries outside Switzerland and the EU, these will be borne by you.

6. Shipping costs

The shipping costs are specified with the ordering of a product.

7. Prices

7.1 The prices for our services can be viewed under the respective images and which we specify during the ordering process and the specific offers, respectively. For special formats and wishes, the price is specified during the ordering process.

7.2 The prices stated in the online shop are final prices.

7.3 We are entitled to adjust and change the price list for future orders at any time without separate notification.

8. Payment

8.1 Payment methods

Our currently offered payment option is Credit Card and PayPal. For your online purchase we offer the highest possible security, secured by modern SSL encryption. If the stated payment options are not possible for you, please let us know by e-mail and we will offer you an alternative.

8.2 Due date

The purchase price for orders online - plus the shipping costs shown under paragraph 6. - is to be paid in advance in case of payment by Credit Card or PayPal for invoice and installment purchases after shipping.

For customized photographic work the fee agreed is payable within 30 days of the invoice date. Until full payment has been received, the material and electronic image data remain property of PUREPOZ. For late payment, interest on arrears of 5% per year and reminder fees of CHF 10 for the first reminder and CHF 20 CHF for the second (=last) reminder will be charged.

8.3 PayPal

In the case of a PayPal payment, you will be automatically redirected to the PayPal payment service after completing the order process. The further payment process then follows PayPal's terms and conditions.

9. Title

Until full payment is received the executed works remain the property of PUREPOZ.

10. Warranty

In accordance with the statutory provisions applicable defects we shall be liable for such defects. The period of warranty for items delivered by us is one year.

For photographic work PUREPOZ is liable for intentional and grossly negligent behavior which also applies to the conduct of their auxiliary persons.

PUREPOZ is obliged to keep the digital photo material of the customer for at least 6 months after the photo order. After this period the right to have the photos archived by PUREPOZ expires.

The customer is obliged to examine the products and photographic work delivered by PUREPOZ immediately upon receipt and to assert any defects, damages, or complaints in written form

within one week from the date of delivery of the product or work, otherwise the product or work shall be deemed approved and no further claims can be made.

A right to claim defects due to deviations in characteristics of the product (e.g. colour differences between print and screen displays) is excluded.

11. Copyrights

The copyrights and all other rights to content, images, photos or other files on the website belong exclusively to PUREPOZ or the specifically named holders of rights, respectively. For the reproduction or copying of any elements, the written consent of the copyright holders must be obtained in advance.

Generally: Image data are never included in PUREPOZ' fee. For customized work, private copyright can be purchased separately and does not entitle PUREPOZ to use it commercially.

12. Duties and responsibilities

12.1 Please note that with the purchase of a work, you only acquire ownership of the specific work. No other rights of use are granted - which includes any reproduction (duplication), distribution, rental, making available to the public or other analog or digital exploitation that is not permitted unless permitted by law.

12.2 You may resell the work.

12.3 For photographic work of commercial customers:

The work may be used for PUREPOZ' self-advertising. PUREPOZ retains the right to publish the photographic work in any form and on any medium to grant third parties an exclusive or non-exclusive license to use the photographic work or to provide third parties with copies of the photographic work. However, this right is subject to prior consent of the customer and can be withdrawn with a good cause. If the customer does not refuse in a written form within thirty days of PUREPOZ' request for consent it shall be deemed to have consented to such use. PUREPOZ must ensure that the intended use of the work does not violate any rights of third parties.

12.4 For photographic work of private customers:

The customer agrees that the photographic work may be used for PUREPOZ' own advertising unless the customer objects to this within one week of delivery of the photos.

12.5 The contents stored on the PUREPOZ website may not be copied, reproduced, or distributed in any other way without the prior consent of the copyright holder, unless this is permitted by law or required for accessing the website. This also applies to copying or distribution by means of "Robot/Crawler" search engine technologies or other automatic mechanisms.

13. Disclaimer

Any liability with regard to the correctness, accuracy, up-to- dateness, reliability and completeness of the information provided will not be assumed by PUREPOZ.

Claims ,such as liability claims, against PUREPOZ for material or immaterial damages resulting from access to, use or non-use of published information, misuse of the connection or technical faults are excluded. Liability under the Product Liability Act remains without affection.

All offers on the pages are not-binding and without obligation. The pages or the complete publication including all offers and information might be extended, adjusted, changed or partly or completely deleted by PUREPOZ without separate announcement.

14. Personal Data

The data you provide via the page will be stored on secure servers behind a firewall by the website host. Your data may be used to market PUREPOZ' own products and services but will not be given to third parties.

15. Validity of general terms and conditions

Only these and no other terms and conditions apply in the version valid at the time of the order. We do not recognize any terms and conditions by the customer that deviate from these, unless we have expressly agreed to their validity in written form.

The GTC are subject to the law of Switzerland.

Status: March 2021