KORNER STUDIO SÀRL · VERSION 1.3 · 2026

General Terms and Conditions of Sale and Production

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We sincerely believe in trust and transparency in our partnerships, with our clients and our service providers, and these general terms and conditions are here to serve as our common guide towards a successful, fruitful, and harmonious collaboration, a beacon that illuminates our path and dispels any shadow.

Registered company names: korner studio Sàrl · korner studio GmbH · korner studio Ltd Liab Co · korner studio Sagl

The following general terms and conditions govern the business relationship between korner studio Sàrl and the client. They apply to all services and products provided by korner studio Sàrl.

1. SCOPE OF APPLICATION

These general terms and conditions (GTC) are based on Swiss law and their scope of application is Switzerland. Any modification or supplementary agreement must be confirmed in writing by korner studio Sàrl to be valid. The GTC are an integral part of the offer and the contract and are valid indefinitely, as long as the parties do not modify them by adopting a written agreement.

For the remainder, the provisions of the Swiss Code of Obligations (CO) regarding the contract of mandate (Art. 394 ff. CO), as well as other Swiss laws and ordinances, are applicable.

2. OFFER AND CONCLUSION OF THE CONTRACT

A firm offer is valid for 30 days, unless the parties have agreed otherwise in writing. Nonbinding offers (email, telephone, messages, etc.) indicate prices excluding VAT. All documents provided with the offer are considered confidential and are exclusively intended for the client; they remain the property of korner studio Sàrl and may not be disclosed to third parties under any circumstances without the written consent of korner studio Sàrl. A firm offer is deemed accepted when the client gives their agreement in writing, by fax, or by email. By doing so, the client confirms having read and accepted these GTC, and the contract between korner studio Sàrl and the client takes effect. Additional requests for modification or addition will be subject to an additional offer.

3. PRODUCTION OF AUDIOVISUAL MATERIAL

korner studio Sàrl produces the audiovisual material at the dates and locations agreed with the client, and in accordance with the details listed in the firm offer, taking into account the indications of the storyboard and the related schedule. korner studio Sàrl ensures, through the audiovisual material produced for the client, to present the client's products and services professionally and thus ensure their good advertising impact. The client is obliged to examine the shooting material at the end of the production session (filming) and to notify any potential quality defects immediately in writing. korner studio Sàrl only recognizes complaints made in due form and within the set deadline, which are accompanied by a comprehensive description of the objectionable defect(s) that can be corrected by korner studio Sàrl. In the absence of a complaint at the end of the production session, the production service of korner studio Sàrl will be considered accepted by the client.

4. DELIVERY DEADLINES

Firm delivery deadlines are only binding on korner studio Sàrl if the necessary documents reach them within the agreed timeframes. The commitment to meet deadlines begins upon receipt of the documents by korner studio Sàrl and ends on the day the audiovisual material leaves the company. If deadlines are exceeded for a reason beyond the control of1 korner studio Sàrl (strikes, power outages, weather conditions, natural disasters, or any case of force majeure), the client cannot cancel their order or hold korner studio Sàrl liable for any damages resulting from this delay. In the event of a delay, korner studio Sàrl is liable up to the value of the product, provided that there is a written confirmation of the deadlines.

5. CLIENT'S DUTIES OF ASSISTANCE

The client undertakes to support the production team of korner studio Sàrl by providing adequate assistance in accordance with the instructions of the production manager and to make themselves available at the production location on the agreed dates and times. External material provided by the client for the production of the audiovisual material must be delivered to korner studio Sàrl no later than the day of the production meeting.

6. IMAGE RIGHTS AND REPRODUCTION RIGHTS

The client undertakes to inform their extras and/or participants that they will be filmed without claiming any image rights, if necessary by having them sign a consent form. It is the client's responsibility to ensure that participants do not claim image rights. The production team of korner studio Sàrl may require all participating individuals to sign a consent form. The client must also ensure that they have the right to film the building in which they are located, including any signs that may be at its entrance. In the event that the client provides korner studio Sàrl with material intended for the production of the audiovisual medium (photos, films, texts, or other), the client guarantees that they have the necessary usage rights or, if applicable, have obtained all necessary written authorizations for the reproduction and distribution of these media; this is presumed. The client undertakes to indemnify korner studio Sàrl against any claims that may be made for any breach of this warranty.

7. USE OF AUDIOVISUAL MEDIA BY THE CLIENT

Upon delivery of the audiovisual material, korner studio Sàrl grants the client the right to use and distribute this material. The client is notably authorized to integrate this material into their website homepage and on social networks. They are responsible for its integration into their own advertising media; korner studio Sàrl can provide assistance upon request and for a fee. The client is not authorized to modify the audiovisual material produced and delivered by korner studio Sàrl; the opening and/or closing credits produced by korner studio Sàrl are an integral part of the delivered medium. If payments are not made by the due dates, korner studio Sàrl reserves the right to withdraw the client's authorization to use and distribute the delivered audiovisual material. If the client violates one or more of these obligations, the client's right to use the audiovisual material expires. The SUISA declaration and the costs related to music rights are the responsibility of the client.

8. INTELLECTUAL PROPERTY

The client is authorized to use the audiovisual material produced by korner studio Sàrl in accordance with the provisions of this contract. korner studio Sàrl assigns its copyrights related to the audiovisual material to the client as soon as the total amount of the invoice has been paid. The audiovisual material sold consists of a video after post-production. The raw material (rushes) is not part of the material usable by the client, except in cases where korner studio Sàrl is exclusively mandated for the purpose of producing rushes or stock footage for the client, unless otherwise agreed upon when the offer is made, or unless the client objects in writing before the start of production. Unless otherwise stated in writing by the client before the start of production, korner studio Sàrl is authorized to distribute the audiovisual material produced for its clients on various online video platforms.

Special Clause concerning Content and Website Creation:

Any product created by korner studio Sàrl (including the website and its content) remains the full and exclusive property of korner studio Sàrl until the full and effective payment of all outstanding sums is received.

9. PRICES AND PAYMENT TERMS

The negotiated prices are always indicative, and this, excluding VAT, they are fixed in the offer. The client undertakes to settle the payment within the deadlines. The delivered product remains the property of korner studio Sàrl until full payment of the invoice. korner studio Sàrl requires a deposit amounting to 60% of the total price of the offer which ensures the coverage of the sums committed, before the D-day of production. In the event of late payment and after the first reminder, korner studio Sàrl is authorized to invoice reminder fees (50 CHF) and annual default interest of 10% of the total amount of the invoice, to which any recovery costs will be added. korner studio Sàrl reserves the right to assign its claims to a third party at any time. All amounts paid by the client, "whether in advance or monthly," are nonrefundable. (Unless a specific clause is indicated in the contract.)

10. CANCELLATION CONDITIONS

In the event of cancellation by the client, korner studio Sàrl will invoice the client according to the following terms: cancellation more than 5 days before the filming date, 50% of the total amount of the firm offer; cancellation less than 3 days before the filming date, 60% of the total amount; and cancellation less than 48 hours before the filming date, 70% of the total amount.

11. EXPENSES

Transportation, catering, and accommodation costs related to the mandate are invoiced additionally but indicated in the offer, except in cases where these are directly covered and managed by the client (e.g., provision of meals at the client's cafeteria). Travel is invoiced at the effective kilometer rate of the mandate (CHF 0.80/km) based on a round trip from Salavaux.

Special travel (helicopter, boat, snowmobile, etc.) is calculated solely based on an external quote to korner studio Sàrl and submitted to the client. The catering cost is a maximum of CHF 33 per meal per person.

11.1. Specific Clause for Website Creation — SUSPENSION AND TERMINATION FOR NON-PAYMENT

In the event of non-payment, whether partial or in full, of an invoice due by the client to korner studio Sàrl upon its due date, korner studio Sàrl reserves the right to immediately suspend public access to the website and all associated services (including, but not limited to, hosting and email accounts) without formal notice.

This suspension, or the taking down of the website, does not constitute a termination of the contract and does not exempt the client from their payment obligation.

If payment is still not received by the end of the initial payment deadline, korner studio Sàrl reserves the right to terminate the contract and proceed with the permanent deletion of all website files and data. All costs incurred by korner studio Sàrl for the re-establishment of the website after a suspension will be invoiced to the client.

Any sum previously committed or paid by the client shall not be considered a loss or a debt owed by korner studio Sàrl to the client.

korner studio Sàrl shall in no event be held liable for any direct or indirect damage, or loss of profit suffered by the client resulting from the suspension or deletion of the website. The client acknowledges that a default in payment within the specified timeframe is considered a serious breach and assumes full responsibility for the consequences thereof.

12. PROVISION OF PERSONNEL

Applicable law is Swiss labor law. The maximum daily working hours are 14 hours, including breaks and overtime. The client must not employ and undertakes not to poach the personnel and contributors of korner studio Sàrl during the term of the contract and for a period of 36 months following its termination.

13. WARRANTY AND CLAIMS

All claims regarding the quality or quantity of the product (video or sequences) must be made in writing within 5 days of receipt of the product, failing which the delivery is considered compliant. In the event of a justified claim, direct damages must be repaired within a reasonable period.

14. INSURANCE AND LIABILITIES

In the context of its activity, korner studio Sàrl is insured for Civil Liability with coverage of CHF 5,000,000 for any material damage caused by its fault or negligence. If, for any reason, the client considers this coverage insufficient, it is their responsibility to take out any additional insurance they deem useful in due time and with their own company. It is the client's duty to ensure that the delivered audiovisual material will not prejudice their image or the conduct of the company's business. korner studio Sàrl disclaims all liability in this area (indirect or consequential damages) as well as for damages attributable to slight negligence on its part. The liability of korner studio Sàrl is also excluded if the client has failed to inform them immediately of the damage that has occurred or if they have not fully contributed to preventing the occurrence of these claims or damages.

15. APPLICABLE LAW AND JURISDICTION

This contract is governed by Swiss law. The place of jurisdiction is the registered office of korner studio Sàrl, which may also choose to take action before the court at the client's domicile or the debt collection company determined by korner studio Sàrl. The parties will endeavor to resolve amicably any dispute that may arise during the execution of the contract.

16. SPECIFIC CONDITIONS REGARDING ONLINE MARKETING, SOCIAL MEDIA, AND WEBSITES

Creations, productions, and achievements carried out within the scope of online marketing, social media, or for the creation and maintenance of a web presence and community management, do not include costs related to actors, locations, or any other expenses inherent to their realization. These costs, unless explicitly stated otherwise in the contract, are the client's responsibility. korner studio Sàrl undertakes to have all such expenses validated by the client prior to their commitment, and these will be added to the initial contract amount.

Similarly, online marketing expenses (such as Google Ads, social media post boosts, and other advertising costs) are borne by the client, in addition to the marketing contract, unless otherwise specified therein.

The client shall bear the full cost of hosting the various types of content (website, emails, social media, applications, etc.). All such fees are to be settled directly with the relevant service providers, such as Infomaniak, GoDaddy, Wix Studio, or any other platform.

The client is solely responsible for the timely payment of these services, which ensure the proper functioning of the products created, produced, and put online. Consequently, Korner Studio Sàrl shall under no circumstances be held liable for any potential service interruption resulting from a failure of payment on the part of the client.

The client is the sole responsible for the products and services they offer. korner studio Sàrl acts as an advisor and guide for the development of projects and the promotion of the client's offerings. Korner studio Sàrl cannot be held responsible for the commercial success or market impact of these offerings.

Unless explicitly stipulated otherwise in the contract, the client commits to actively collaborating with korner studio Sàrl to facilitate the production. This includes providing all relevant information regarding their company's strengths to optimize creations, shoots, and publications. The client will also endeavor to assist korner studio Sàrl in the search for actors, models, equipment, and shooting locations if necessary.

Furthermore, the client must inform korner studio Sàrl of any events that could be highlighted and significantly support content creation.

17. PLEASE NOTE

Search Engine Optimization (SEO) of the website, performed on behalf of the client, generally requires a period of 6 to 12 months to produce significant results. This timeframe is conditional upon the regularity and relevance of updates made across various platforms, as well as the consistency of the client's publications after the conclusion of korner studio Sàrl's mandate.

korner studio Sàrl cannot be held responsible for the commercial success or the impact against competitors of the clients. However, korner studio Sàrl ensures a comprehensive implementation and maximum effort to optimize the impact of the productions and achievements carried out on behalf of the client.

korner studio Sàrl

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