

GENERAL TERMS AND CONDITIONS (GTC)

Scope

These terms apply to all legal transactions between Website-LUX.de (contractor / managing director: Sven Bock) and the client (customer). The client's general terms are not recognized unless explicitly agreed by the contractor.

Services

The contract services are based on the written contract content. Requests outside the contract may incur extra charges. Complete redesigns or full rebuilds are not included. The contractor will perform agreed services to the best of their ability. This includes webspace setup and design creation. Setup of webspace (host, domain, necessary configurations) occurs before design starts. The contractor is bound to the host's processing times and is not liable for disruptions beyond their control. If conditions require changes or termination of services, the contractor will inform the client in time; approval is assumed if no objection or termination occurs within one month.

Subscription Offers

Subscription services cover support, maintenance, and website care such as CMS updates, SSL renewals, backup checks, and a contact person. Clients get rights to request changes within specified intervals, which can accumulate until contract renewal; unused requests expire after renewal. Payment is due monthly regardless of usage. Clients must provide access credentials for maintenance. Denial of access does not release payment obligations.

Fixed Price Offers

The website is created once and handed over for self-management. The client is responsible for website security after handover.

Client Responsibilities

1. The client must provide texts, images, and design wishes. These can be communicated by phone, email, or post. The contractor may proceed without client input; if the client delays, the contractor will continue with standard conditions.
2. The client is responsible for email account security. The contractor is not liable for hacking or similar incidents.
3. The client guarantees that all content does not violate copyrights or laws. The contractor does not perform legal checks and is not liable for illegal content. The client agrees the contractor may use the client's company name, website, and logo for marketing and references, which may improve SEO. The client remains responsible for an up-to-date and correct legal notice (imprint).

Payment

Payments must be made punctually unless otherwise agreed. Payments are typically due on the 1st of each month. Late payments (over 2 weeks) may incur a €5 weekly reminder fee. Services may be withheld until payment is received. Prices are net plus VAT. Liability claims against NextLevel-Webdesign.ch are excluded except in cases of gross negligence. Bank fees for failed direct debits are borne by the client. Invoices will be sent by email. Additional services may be charged via direct debit if authorized, including email confirmations.

Contract Term

The term depends on contract conditions. For 12-month contracts, termination requires 2 months' notice in writing before the term ends. The term starts on the agreed service start date or 2 weeks after contract signing if no date is set.

Contract Conclusion

The contract is concluded by: 1) client's signature on a written offer (paper or digital), 2) signed offer sent via email, 3) signed offer sent by post, or 4) offer submitted via online form. The offer is binding until the contract term ends.