

General business conditions of the Audiomedia SA Voicebank

1. Placing of Assignment

1.1. A production contract is automatically activated between the client and Audiomedia upon receipt of client's down payment i.e. the assignment is recognized as placed, and the client thus accepts the conditions of said contract.

1.2. Production guidelines are defined by the client: choice of voice talent, text content, language versions and length of recording.

Translation work can be organized via Audiomedia, however, Audiomedia disclaims responsibility regarding translation authenticity i.e. language interpretation variations of the original text.

1.3. The client receives a checklist on which he defines the detailed instructions for the studio briefing. Directives defined on the checklist create the basic guidelines for the production's character and design and are binding for both parties.

Artistic interpretations of these guidelines are the voice talent's responsibility: The client pre-defines his intentions at casting.

Once the client has completed, authorized and submitted the checklist for production, no further additions, deletions, alterations or modifications are possible. This especially concerns corrections or alterations to the text, either in content and/or style.

1.4. Audiomedia SA confirms herewith that all information received from the client concerning a production will be treated with highest discretion and secrecy.

2. Production

2.1. Audiomedia is responsible for the studio recording of the production. The production recording must comply with international quality standards on all points.

2.2.

In the event of a voice talent, selected by the client, not being available for a production recording, Audiomedia immediately contacts an appropriate substitute. The client has the right to accept or refuse the proposed substitute. In the event of a replacement not proving satisfactory to the client, client's down payment will be reimbursed.

2.3. The recording will be saved dry i.e. without any effects whatsoever. Acoustic studio atmosphere may vary slightly depending on language.

The defined timing concerns the length of the recording only. Cutting etc. is responsibility of the client.

The production recording is delivered in the form of a 256 kBit/s, 44'100 Hz MP3-File that can be downloaded via coded server.

2.3. The client can refuse to accept the production only if quality standards have not been maintained or, when her/his checklist directives have not been appropriately observed. In this case, only the down payment is forfeited, no further costs or compensation incur for the client. Audiomedia has no further claim to compensation or loss.

The assignment must be newly reassigned – corrections are neither technically nor logistically possible.

3. Delivery

3.1. Date of delivery is to be defined on the checklist. The checklist is an integral part of the production contract and binding for both parties. In the event of any unforeseeable delivery delay (unavailability of selected voice, server disturbances, breakdown etc.), which is outside of Audiomedia's influence, then the delivery date is extended by that of the time consumed by the disturbance. Production cost reduction for delivery delays are only then valid when Audiomedia is proven to have irresponsibly caused such delay.

3.2. Delivery immediately follows full payment of the agreed production costs (as per contract.) The client can do a production control prior to payment via a streaming-file provided for this purpose by Audiomedia on it's coded server.

3.3. The streaming file allows for control of style of expression/phrasing, cadence and pronunciation. The streaming file is not intended for recording quality control, recording presence or mastering, since it is not a production i.e. not reproduction master quality.

4. Exploitation

4.1. Although the cost of the delivered production is relatively modest, it is principally left to the client how he wishes to exploit it. (Internet, CD-ROM, documentary film, local radio and TV stations).

4.2. However, this freedom of right does not allow for international trade mark advertising via national TV and radio channel networks. In the event of such intensive exploitation, the voice talent fee would have to be renegotiated.

4.3. The client declares on the checklist that the exploitation of the production will not include international trade mark advertising via national TV and radio channel networks. Should the aforementioned exploitation be necessary, consent is to be obtained from Audiomedia SA and at an extra charge i.e. minimum of 100% of the speaker's fee and that of Audiomedia SA..

5. Mode of Payment

5.1. The stated Euro prices on the website are fixed prices for the entire production procedure including speaker fee and download file. Audiomedia reserves the right to make price changes whenever necessary, however, this does not apply to productions that have already been booked.

5.2. For clients domiciled in Switzerland, the prices include 7.6% VAT. For all other clients, the prices are VAT exclusive. Each client is responsible for the payment of tax rates applicable in his own country.

5.3. The production assignment is considered as allocated to Audiomedia SA upon receiving confirmation of the client's advance or down payment of 1/3 / one third of the total production costs. The client is free to choose any of the following forms of payment: bank transfer or VISA/MasterCard – credit cards are accepted.

Release of the definitive download files automatically follows confirmation of payment in full i.e. payment of remaining costs. Law strictly prohibits use of the preliminarily provided streaming file for broadcasting and/or reproduction.

6. Legal Domicile

6.1. In the event of contestation or controversy, the Court of Justice in the jurisdiction of the production company Audiomedia SA Switzerland, will be the only competent court. The valid agreement according to the afore mentioned conditions shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

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