

## General Terms and Conditions

**1. Contractual Partner / Scope** Your order establishes a contractual relationship with Pro Ciné Colorlabor AG, 8820 Wädenswil. These terms apply to all orders executed by us or our subcontractors.

**2. Assortment and Prices** Our product range is continuously expanded. Products, services, prices, and shipping costs are subject to change without prior notice. The prices listed in the ordering software at the time of the order are binding. The current range and valid prices can also be found at [www.procine.ch](http://www.procine.ch).

**3. Ordering Process** Orders are executed according to your specifications once image data or films arrive at our laboratory. Please note that online orders cannot be modified or canceled once submitted. We endeavor to combine multiple orders from the same customer into a single shipment where possible. You will receive an order confirmation via email for online orders. We cannot issue credits for accidental duplicate orders resulting from a missing confirmation (e.g., if filtered into a spam folder). We reserve the right to withhold delivery of processed orders if previous invoices remain unpaid and have been subject to a payment reminder.

**4. Delivery and Collection** Our shipping costs apply to "A-Post" delivery within Switzerland. International shipping is available upon request. Products may also be collected from our facility in Wädenswil. While postage fees are waived for collection, packaging costs may be charged if necessary.

**5. Terms of Payment** Depending on the order value, delivery may require prepayment or be issued on invoice. We will inform you accordingly before processing the order. We reserve the right to charge late fees and additional collection costs in the event of payment default.

**6. Retention of Title** The delivered goods remain the property of Pro Ciné Colorlabor AG until full payment of all outstanding claims.

**7. Warranty and Liability** We guarantee that your orders will be executed professionally and with great care. Complaints are only accepted if our work is defective. We assume no responsibility for results that are unsatisfactory due to faulty recordings, incorrect settings, data manipulation, or damaged storage media/films. In the event of damage or loss of your storage media or films caused by us, we will provide physical replacement. Liability is strictly limited to the material value of the storage medium or film. Further claims, such as reimbursement for photography or travel costs, or compensation for sentimental value, are excluded. The customer is responsible for the accuracy of the order (formats, resolution, avoiding duplicates, etc.). Due to automated processes, we cannot manually intervene or provide prior clarification as a standard procedure. Manual processing is available upon request for an additional fee. Constant, error-free availability of our ordering software or website cannot be guaranteed. While data encryption makes online transmission secure, we cannot provide an absolute guarantee.

**8. Data Protection** Your data is used exclusively for the processing of your order and treated with strict confidentiality. Data is only shared with third parties (subcontractors) if required by operational procedures. Our partners are contractually bound to maintain data confidentiality. In accordance with the Swiss Data Protection Act (nDSG), you have the right to information regarding your stored data and the right to request its correction or deletion.

**9. Copyright** For all work submitted to us, we assume that the customer holds the necessary copyrights or reproduction rights. We disclaim any liability arising from the infringement of such rights.

**10. Applicable Law / Jurisdiction** The provisions of the Swiss Code of Obligations (OR) shall apply. The place of jurisdiction is Horgen, Canton of Zurich, Switzerland.

*Wädenswil, May 2026 (Updated for nDSG compliance)*