

## 1. Scope

- 1.1 The following terms and conditions apply to all offers and services of GfG / Gruppe für Gestaltung GmbH, Waller Stieg 1, 28217 Bremen, Germany, hereinafter referred to as GfG.
- 1.2 Conflicting general terms and conditions or deviating terms of contract shall not be recognized, unless GfG has agreed in writing to their validity.

## 2. Presentations

- 2.1 Any client's use or partial use or processing of the services (presentations) presented or submitted by GfG with the aim of contract conclusion requires the prior approval of GfG.
- 2.2 By the acceptance of a presentation fee, GfG does not automatically agree to the use of its work and services.
- 2.3 Copyright rights and ownership rights to the services presented by GfG remain with GfG, unless the client commissioned GfG. In the case of commissioning, Article 6 applies.
- 2.4 The client is obliged to keep the presented services and concepts etc. confidential from third parties.

## 3. Deadlines and dates

- 3.1 The delivery deadline or delivery date shall only be binding if the client has duly fulfilled any obligations to cooperate (for example procurement of documents, approvals, provision of information, etc.) and the dates of GfG have been confirmed in writing.
- 3.2 Delivery deadlines shall be extended in the event of unforeseen obstacles that are outside GfG's sphere of influence. The delivery deadline is extended according to the duration of the obstacles. GfG will inform the client of the start and end of the obstacles.

## 4. Scope of services, remuneration

- 4.1 The scope of the services to be provided by GfG as well as the remuneration owed arise out of the service description of GfG.
- 4.2 The draft remuneration is also due for payment, even if the intended marketing measure is not subsequently implemented.
- 4.3 If the client, after the (partial) acceptance of services of GfG, expresses additional wishes or has requests for change, GfG may charge separately any extra costs arising from these requests.
- 4.4 GfG may also charge an additional expense separately if the client does not fulfil his obligations to cooperate to achieve the date of fulfilment specified in the contract or fails to do so in a timely or complete manner, resulting in an additional expense. GfG shall promptly notify the client of the additional expenses and the associated costs and will invoice them immediately.
- 4.5 Travel expenses of GfG are charged as follows:  
For car use: EUR 0,30 per kilometre driven plus fuel consumption; Reimbursement of costs against proof  
Rail travel: 2nd class; Reimbursement of costs against proof  
Air travel: Economy; Reimbursement of costs against proof  
Lump sum for absence: EUR 50,00 per hour  
Accommodation costs: Reimbursement of costs against proof
- 4.6 Foreign costs incurred during production (printing, composing, plate) are charged to the client on the basis of the external invoices with a common agency commission of 15% for services (handling fee).
- 4.7 The costs for GfG's services relating to media placements are generally covered by the commission that GfG receives from the media. In cases the commission does not cover the costs incurred, the contracting parties agree to a special charge before the placement.
- 4.8 Other external costs, such as event costs for actions, costs for external services, insurance or legal counselling, will be charged against proof of costs as pass-through costs. If GfG is also responsible for the payment service including prepayment, a commission of 15% will be charged to cover the handling costs of the commercial staff as well as for capital service.
- 4.9 If GfG in certain cases places orders to third parties in the name and for account of the client, the incoming invoices are checked by GfG for the correctness of the indicated delivery or service and forwarded

to the client for direct payment. In these cases, an expense charge of 10% of the respective order volume shall be paid to GfG.

- 4.10 GfG shall be responsible for the payment service on special order of the client when placing orders to third parties; the costs shall be forwarded to the client in monthly collective invoices. For advance payments of external invoices, GfG shall receive a commission in the amount of the current bank interest rate, but at least 8 percentage points above the base interest rate, unless the client provides GfG with a deposit amount for advance payments. The collective invoices shall be paid immediately upon receipt without deductions.
- 4.11 Even if claims of defect or counterclaims are asserted, the client is only entitled to offset, retain, or reduce the remuneration if the counterclaims have been legally established by a court or are not disputed.
- 4.12 If the client fails to meet his payment obligations despite having been reminded, GfG is entitled to demand the entire residual debt due. If the entire residual debt is not settled within a reasonable period set by GfG, GfG is entitled to withdraw from the contract and/or demand compensation for non-fulfilment or the replacement of lost expenses.
- 4.13 The respective input tax is payable on the services of GfG.

#### 5. Contractor's obligations to cooperate

- 5.1 The client supports GfG in the fulfilment of the agreed services and makes necessary information and the associated data material available in time and free of charge.
- 5.2 Data to be made available by the client must be delivered to GfG in formats that can be processed further.
- 5.3 The legal and content-related examination of the data to be provided is solely the responsibility of the client. The client guarantees to be entitled to use, exploit, process, and transmit this data to GfG and grants GfG the right to use and process the data provided in accordance with the contract.
- 5.4 Unless otherwise agreed in the individual case, the client is solely responsible for the collection of rights to pre-existing works by third parties (e.g. music synchronization rights).

#### 6. Assignment of rights

- 6.1 The assignment of rights is determined by the respective order between GfG and the client. Any further use of the services of GfG is prohibited.
- 6.2 GfG is responsible for the fact that all of GfG's own services are not encumbered with copyrights, ancillary copyrights, or other rights of third parties that are contrary to the intended use.
- 6.3 Insofar as the fulfilment of an order requires the acquisition of rights of third-party services, GfG will endeavour to provide the client with these rights against payment of a customary handling fee agreed between the parties in each individual case. If this is not possible, GfG shall notify the client in good time to inform about the extent of the possible granting of rights.
- 6.4 The transfer of rights is subject to the condition precedent of the fulfilment of the remuneration claims of GfG that are due and payable relating to the respective invoiced service. If the client is in default with the payment of remuneration in whole or in part, for the duration of the default the publication, reproduction, or other use of those services is not permitted, with which the client is in default with the payment of remuneration.
- 6.5 Without prejudice to the transfer of rights, GfG is entitled to provide its company logo or any other identification or code on all contractual services, with placement and font size not impairing the advertising effect. The client is not entitled to remove these notes. If the identifying designation is not desired, a separate agreement is required. GfG shall be entitled to document the services provided to the client under his own advertising media, and to provide links to the performance results in the GfG internet presence, unless otherwise agreed in the individual case.
- 6.6 Within the framework of the fulfilment of the order, GfG shall only transmit raw data if this is necessary for the services to be provided by GfG. Otherwise, the transmission requires a special agreement. The use of raw data for third parties, in particular also for other agencies, is only permitted to the client with the prior written consent in each individual case.

**7. Services of GfG, acceptance**

- 7.1 The regulations of the BGB (German Civil Code) on the agency agreement with work character shall apply to the services to be provided by GfG, in so far as the service is subject to an individual measure (e.g. website, image brochure), on the other hand, the regulations on the agency agreement with service character shall apply, as long as they are temporal and representational longer-term services (e.g. marketing consulting).
- 7.2 In the case of agency contracts with work character, the client checks the quality of the services provided by GfG during the individual production phases. Any defects found in the (individual) acceptance tests shall be recorded in writing in a protocol signed by both contracting parties. The (final) acceptance is deemed to be granted if the client publishes, reproduces, or otherwise uses the services.

**8. Warranty**

- 8.1 Noticeable errors in the performance of GfG must be reported immediately by the client in writing, whereby email traffic is sufficient (see § 126 III BGB), and the appearance is described in detail.
- 8.2 Other errors in the performance of GfG are only taken into consideration within the warranty if they are also described in detail, in writing, and in the appearance, immediately upon discovery.
- 8.3 The warranty period is one year from the acceptance or hand-over by the client. The statutory period of limitation shall remain unaffected in the event of damage resulting from injury to life, limb, or health resulting from a negligent breach of duty by a legal representative or a deliberate or negligent breach of duty by a legal representative or vicarious agent of GfG.
- 8.4 For all errors occurring during the warranty period, at the option of the client the statutory claims for supplementary performance, rectification of defect/new delivery, and, in the case of special legal requirements, further claims for reduction or rescission, as well as indemnification including compensation of the damage instead of fulfilment, as well as the replacement of futile expenses shall be valid.
- 8.5 Claims for warranty are not applicable if the client or third parties make changes to the services of GfG. Exceptions are changes made within a grid specified by GfG.

**9. Liability of GfG**

- 9.1 GfG submits the designed templates to the client so that the latter can check the factual information contained therein. If the client approves the templates, the client assumes the sole liability for the correctness of the factual data including the product statements on products and services. The examination of legal questions, in particular from the field of patent, model, copyright, and trademark law, is not the task of GfG.
- 9.2 GfG is not liable for the patent, design, copyright, and trademark protection or registration of the services provided by GfG.
- 9.3 The risk of the legal permissibility of the services of GfG is borne by the client. This applies in particular to the fact that the services of GfG are contrary to the provisions of competition law, and of patent, design, copyright, and trademark law, as well as the special law on the promotion of commercial property. GfG is, however, obligated to provide information about legal risks if it becomes aware of these risks when preparing the services to be provided by GfG. In the context of the obligation to provide information, GfG can have the legal admissibility of the services to be provided by a lawyer reviewed at the expense of the client. If the client objects to a legal review by a lawyer, the client assumes the sole liability.
- 9.4 GfG is only liable for damage caused with gross negligence or intentionally by GfG, its legal representatives, or one of its vicarious agents. This limitation of liability relates to contractual and non-contractual claims. The statutory liability for damage resulting from injury to life, body, or health, as well as according to the Produkthaftungsgesetz (Product Liability Act) shall remain unaffected.
- 9.5 In the case of slight negligence, the liability of GfG, its legal representatives, or one of its vicarious agents is limited to the amount of the agreed remuneration.
- 9.6 GfG is entitled, but not obligated, to keep copies of the transferred processing data and the associated raw data after acceptance of the service by the client. GfG is not liable for the loss of data if the loss is due to the fact that the client has not carried out any data backup.

- 9.7 If the performance of GfG is prevented due to force majeure (e.g. labour disputes, operational disturbances, official measures – also in the case of subcontractors –, as well as disturbances of telecommunication facilities) or due to circumstances within the responsibility of the client, in particular by violation of the cooperation obligations and change of scope of the services to be provided by GfG, GfG is entitled to postpone the provision of the service for the duration of the obstruction or the completion of the change requests, plus a reasonable start-up period. If the originally agreed delivery time is exceeded, the client may request GfG in writing to deliver within a reasonable period. GfG is in default with the receipt of the request. In case the agreed time of delivery is exceeded, the client shall be entitled by means of a written declaration to withdraw from the contract or to assert other rights. Compensation claims are excluded unless GfG is at fault for the delay. However, the statutory rights of the client to the contract shall remain unaffected if the provision of the service is delayed or prevented by a breach of duty for which GfG is responsible.
- 10. Liability of the client**
- 10.1 The client is responsible for all submitted content to GfG. No general monitoring or review of these contents by GfG takes place.
- 10.2 The client is responsible for the fact that the texts, pictures, and sounds / audio data provided by him do not violate the rights of third parties. The client shall indemnify GfG upon first request for all claims for damages, fees, and costs including the reasonable costs of legal defense, in the event that texts, pictures, and sounds / audio data are infringed by competition law, copyright, and other rights, trademark law or other laws and regulations. In the event that GfG has made a declaration to cease and desist because of the provided texts, pictures, and sounds / audio data, or the client is obliged by cease and desist order or judgment to indemnify GfG upon first request in extrajudicial or judicial recourse to penalties or administrative fines if these are forfeited by acts of the client.
- 10.3 GfG informs the client that unencrypted transmitted data on the internet – even if these are sent by email – can be read by third parties. GfG has no technical influence on this. It is within the responsibility of the client to protect the data entered by him into the internet by encryption or in some other way against misuse. GfG is entitled, but not obliged, to take technical or legal measures for the protection of these data.
- 11. Confidentiality**
- 11.1 GfG undertakes to keep all commercial and trade secrets of the client disclosed by the cooperation with the client confidential. This obligation to maintain confidentiality applies beyond the duration of this contract. GfG is responsible for the fact that a corresponding obligation of confidentiality is agreed upon with its employees and other vicarious agents.
- 11.2 This obligation of confidentiality does not apply as long as GfG has already been aware of certain information prior to starting the cooperation; GfG has received this information from another third party entitled to do so; the information was already generally known without this being attributable to a breach of this obligation of confidentiality by GfG; GfG has developed this information independently of the cooperation or GfG is obliged by an official or judicial order to disclose this information.
- 12. Privacy protection**
- 12.1 The client explicitly agrees that GfG stores and processes the data (name, address, email, data for account transfer, etc.) provided by the client for the purposes of contract fulfilment and customer care as well as for own advertising purposes.
- 12.2 In the event of collecting, storing, and processing data from customers of the client, the regulations of GfG order data processing according to § 11 BDSG (Federal Data Protection Act) apply.
- 13. Miscellaneous**
- 13.1 The place of performance is Bremen, Germany.
- 13.2 The place of jurisdiction for all disputes arising from the contract is Bremen if the client is an entrepreneur or a legal person of public law or a public special fund or if the client has no general place of jurisdiction

in the Federal Republic of Germany. In addition, GfG is entitled to sue the client at his general place of jurisdiction.

- 13.3 The law of the Federal Republic of Germany applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 13.4 Should any terms of this contractual offer be or become ineffective or should the terms of this contractual offer be incomplete, the remaining terms and conditions shall remain unaffected. An ineffective term shall be replaced by a term that comes as close as possible to the meaning and purpose of the invalid term in a legally enforceable and commercially reasonable way. The same shall apply to any possible loopholes.

Bremen, as of 01.01.2013.