

General Terms and Conditions

The following Terms and Conditions apply to all contracts established between Designstudio Steinert and the client. They also apply to all future business relationships, even those not specifically agreed upon. Any deviating terms or conditions on the part of the client not expressly recognised by Designstudio Steinert will not become part of the contract, even if Designstudio Steinert does not specifically object to them.

1.0 Copyright and rights of use

- 1.1. Original versions or reproductions of drafts and final artwork may not be altered without express permission from Designstudio Steinert. No work may be imitated or copied in any way, whether in full or in part.
- 1.2. Violations of point 1.1 will result in an additional penalty amounting to 100 per cent of the fees owed to Designstudio Steinert for design services rendered.
- 1.3. Designstudio Steinert will transfer all necessary rights of use to the client for each application. Unless agreed otherwise, only simple rights of use will be transferred. Designstudio Steinert is authorised to use its drafts and reproductions of its work in the scope of self-promotion and company advertising in all media, even if it grants exclusive rights of use to the client.
- 1.4. Any transfer of rights of use to third parties requires written consent on the part of both Designstudio Steinert and the client.
- 1.5. The client only receives the rights of use once the fee for services rendered has been paid in full.
- 1.6. Designstudio Steinert is to be named the creator of all drafts and final artwork that is duplicated, distributed, exhibited or made available to the public. If the client violates this credit right, the client will be responsible to pay an additional penalty equal to 100 per cent of the fee owed for design services. This does not impact Designstudio Steinert's right to additional damages as specifically quantified.
- 1.7. If the client wishes to apply for official trademark protection relating to the drafts, final artwork or other work produced by Designstudio Steinert, this requires advance written consent from Designstudio Steinert.

2.0 Fees

- 2.1. All fees are net amounts that do not include the legally required value-added tax. All fees are to be paid in full.
- 2.2. The fees are to be paid once the drafts have been delivered. If the drafts are delivered in parts, then a partial payment amounting to at least half of the total fee is to be made with the first partial delivery.
- 2.3. Any new use of the drafts and final artwork requires advance written permission from Designstudio Steinert. The same applies for applications that go beyond the originally arranged or intended scope of use. The client is required to pay a contractual penalty for each new or additional use that takes place without the consent of Designstudio Steinert amounting to 100 per cent of an appropriate fee for this use.

3.0 Third-party services

- 3.1. Designstudio Steinert is authorised to order any third-party services necessary to complete the job on behalf of the client and at the client's expense. The client is required to give Designstudio Steinert written authorisation to hire outside contractors.
- 3.2. If contracts for third-party services are arranged on behalf of and at the expense of Designstudio Steinert in exceptional cases, the client is required to exempt Designstudio Steinert internally of all obligations resulting from the contract, especially the obligation to pay the price of the third-party services.

4.0 Property, return obligation

- 4.1. The client is given rights to use drafts and final artwork, but is not transferred the rights to ownership. The originals are to be returned in undamaged condition to Designstudio Steinert no later than three months after delivery unless otherwise agreed in writing.
- 4.2. If the drafts or final artwork were damaged or lost, the client is required to compensate Designstudio Steinert for replacement or restoration costs. This does not impact Designstudio Steinert's right to claim compensation for any additional damages.

5.0 Releasing data

- 5.1. Designstudio Steinert is not required to release any media, files and data that are not necessary to fulfil the specific right of use granted to the client. If the client wants Designstudio Steinert to provide media, files and data, this is to be arranged in writing and billed separately.
- 5.2. If Designstudio Steinert has provided media, files and data to the client, these may only be altered with the designer's consent.
- 5.3. The client is responsible for any liability and costs involved in transporting media, files and data both online and offline.
- 5.4. Designstudio Steinert is not liable for errors in media, files and data resulting from importing data to the client's system.

6.0 Correction, production monitoring and reference samples

- 6.1. The client submits a sample to Designstudio Steinert prior to any reproduction or duplication.
- 6.2. The client must arrange a written agreement with Designstudio Steinert if the agency is to monitor the production. Designstudio Steinert monitors the production process according to its own discretion and provides the appropriate instructions.
- 6.3. The client gives Designstudio Steinert ten perfect copies of all reproduced work free of charge

7.0 Liability and guarantee

- 7.1. Designstudio Steinert is only liable from damages caused deliberately or resulting from gross negligence on the part of the agency, its partners or subcontractors. These do not include damages resulting from the infringement of a contractual obligation essential to achieve the purpose of the contract (cardinal obligation) or damages resulting from injury to life, limb or health, for which Designstudio Steinert is liable, even in the event slight negligence.
- 7.2. Client claims arising from a violation of duties on the part of Designstudio Steinert, its partners or subcontractors are statute barred one year following the beginning of the statutory period of limitations. This excludes claims for damages caused deliberately or as the result of gross negligence on the part of Designstudio Steinert, its partners or subcontractors. It also excludes claims for damages resulting from injury to life, limb or health, even if these are the result of slight negligence on the part of Designstudio Steinert, its partners or subcontractors; the legal statutes of limitations apply to these claims for damages.
- 7.3. Work and drafts will be sent and returned at the client's risk and cost.
- 7.4. Once the work has been accepted and the drafts and artwork have been approved, the client is responsible for the accuracy of all copy and images. At this point, Designstudio Steinert is no longer liable.
- 7.5. Designstudio Steinert is not liable for the copyright, design or trademark protection or ability to register the drafts and other design work it provides to the client for use. The client is responsible for conducting and paying for any registered design, patent or brand research.
- 7.6. Designstudio Steinert is in no way liable for the legal admissibility of the intended use, especially in terms of competition and trademark law. The agency is required to point out potential legal risks to the client provided it is aware of these while performing contract work.
- 7.7. The client is required to examine the work delivered by Designstudio Steinert within a reasonable period of time following receipt and report any issues or defects to the agency. Complaints about obvious flaws must be submitted in writing within two weeks following delivery of the work. Non-obvious flaws must be reported within two weeks of discovery. The complaint must be sent promptly to ensure the notice period. If the review and notice period is not observed, the work performed by Designstudio Steinert is accepted even considering this defect.

8.0 Creative freedom and templates

- 8.1. Designstudio Steinert is given creative freedom in the scope of the project. The client is responsible for paying for any additional costs that arise from any desired changes during or following production.
- 8.2. If the project is delayed due to the client, Designstudio Steinert is authorised to increase its fee accordingly. This does not impact Designstudio Steinert's right to claim compensation for any additional damages.
- 8.3. The client ensures that it is authorised to use all templates submitted to Designstudio Steinert and that these are not subject to third-party rights. If the client is not authorised to use these or if the templates are subject to third-party rights, the client releases Designstudio Steinert from any liability for damage claims from the third-party. This obligation to release is not applicable once the client demonstrates that it is not at fault.

9.0 Final provisions

- 9.1. If individual provisions of these Terms and Conditions should prove invalid, this shall not impact the validity of the other provisions.
- 9.2. If the client does not have a general place of jurisdiction in the Federal Republic of Germany or has moved its domicile or usual place of residence abroad, then Designstudio Steinert's location will be considered the place of jurisdiction.
- 9.3. The laws of the Federal Republic of Germany shall apply.