

GENERAL TERMS AND CONDITIONS

1 \ Applicability of the GTC

These General Terms and Conditions form the basis for a cooperation with Jung von Matt NECKAR GmbH. They apply to all orders placed with us. Conflicting general terms and conditions of the client shall not become part of the contract. Deviations from these General Terms and Conditions are only possible in exceptional cases and must be set out in a written agency agreement signed by the client and Jung von Matt NECKAR GmbH.

2 \ Presentation

Any use of work and services shared by us as part of a presentation requires our prior consent. This also applies to the use in modified or edited form and to the use of ideas which our work and services were based on. The acceptance of a presentation fee does not constitute consent to the use of our work and services.

3 \ Processing of orders

3.1 Minutes of meetings sent by us are binding if the client does not object immediately upon receipt.

3.2 Templates, files, source codes and other work materials that we create or have created in order to provide the service owed under the contract shall remain our property unless a corresponding agreement has been made regarding the further utilization and use of these materials. Source codes shall remain with the agency in all cases. They may not be edited or changed by the client under any circumstances. There is no obligation to surrender them. We are not obliged to store them.

3.3 Jung von Matt NECKAR GmbH shall be released from liability for templates, files and work materials supplied by the client which are not requested by the client within four weeks of completion of the order.

3.4 Rejected work designs, ideas and services such as concepts, sketches, drafts and the like, as well as photos and films, shall remain reserved for Jung von Matt NECKAR GmbH for other use and exploitation.

3.5 Jung von Matt NECKAR GmbH is entitled to attach an imprint to all advertising material designed by us, whereby the placement and font size must be kept discreet.

4 \ Placing orders with third parties

4.1 Jung von Matt NECKAR GmbH is entitled to carry out the work assigned to us itself or to commission third parties to do so.

4.2 We are entitled to place orders for the production of advertising media, in the creation of which we are contractually involved, in the name of the client. The client hereby expressly authorizes us to do so.

4.3 We place orders with advertising media in our own name and for our own account. If quantity discounts or painting scales are claimed, the client shall receive a subsequent charge if the discount or scale requirements are not met, which shall be due immediately. We are not liable for defective performance of the advertising media.

5 \ Delivery, delivery times

5.1 Our delivery obligations are fulfilled as soon as the work and services have been dispatched at our instigation. The risk of transmission (e.g. damage, loss, delay), regardless of the medium used for transmission, shall be borne by the client.

5.2 Delivery deadlines are only binding if the customer has properly fulfilled their obligations to cooperate (e.g. procurement of documents, compliance with timings, approvals). If the Jung von Matt NECKAR GmbH timing is not adhered to, quality, correctness and delivery date cannot be guaranteed.

5.3 Templates and drafts provided by us shall not be binding in terms of color, image or sound design until we have confirmed in writing they can be realized.

5.4 Competition law reviews are only our responsibility if this has been expressly agreed.

6 \ Terms of payment

6.1 Agreed prices are net prices to which the applicable value added tax is added. Artists' social security contributions, customs duties or other charges, including those arising subsequently, shall be passed on to the client.

6.2 If the parties have not agreed on a fee, our current price list shall apply.

6.3 In the case of advertising placement, the list prices of the advertising media valid on the day of publication shall be binding.

6.4 Our invoices are due for payment 10 days after the invoice date without any deductions.

6.5 Until all invoices relating to the order have been paid in full, we reserve title to all documents, objects and rights to our services provided.

6.6 If the client cancels an order placed with us, we shall nevertheless be entitled to the agreed remuneration, whereby we shall offset any expenses saved. In this context, we shall be entitled to charge the expenses saved at a flat rate of 50% of the fee for the service not rendered.

6.7 In the case of larger orders or orders that over a longer period of time, the agency shall be entitled to issue interim invoices or to request payments on account. As soon as services have been rendered that are shown and quantified as a separate item in the cost estimate, the agency shall be entitled to issue interim invoices in the corresponding amount.

7 \ Rights of use

7.1 Upon settlement of all invoices relating to the order, we shall transfer to our client all rights of use required for the use of our work and services for the agreed purpose for the duration of the collaboration. Any use beyond this, in particular after the end of the joint cooperation, requires our consent. We shall retain the exclusive right to use the work produced as a reference for selfpromotional purposes.

7.2 If we third parties to fulfill the contract, we will acquire their rights of use, if possible, and transfer them to the client at his expense.

8 \ Warranty, liability

8.1 The client must inspect work and services delivered by us immediately upon receipt, but in any case before further processing, and report defects immediately upon discovery. If the immediate inspection or notification of defects is omitted, the client shall have no resulting claims.

8.2 In the event of defects, we shall be entitled to rectify the defect twice within a reasonable period of time.

8.3 Liability for claims for damages of any kind is excluded in the event of slightly negligent action by Jung von Matt NECKAR GmbH, our legal representatives or vicarious agents, unless the damage relates to injury to life, limb, health, a guarantee granted or a cardinal obligation of the contractual relationship.

8.4 The assessment basis for damages is always based on the principle of reasonableness.

9 \ Place of jurisdiction, applicable law

9.1 If the client is a merchant, the court responsible for our registered office shall also be agreed as the place of jurisdiction for all disputes.

9.2 German law applies.

JUNGvMATT