

# General terms and conditions

## CORPORATE LAUREL

### § 1 Validity

1. 1. All services and offers of Corporate Laurel (hereinafter referred to as "Contractor") shall be provided exclusively on the basis of these General Terms and Conditions. These are an integral part of all contracts that the Contractor concludes with her contractual partners (hereinafter also referred to as "Clients") for the services offered by her. They shall also apply to all future services or offers to the Client, even if they are not separately agreed again.

1. 2 Terms and conditions of the Client or third parties shall not apply, even if the Contractor does not separately object to their validity in individual cases. Even if the Contractor refers to a letter which contains or refers to the terms and conditions of the Client or a third party, this shall not constitute agreement with the validity of those terms and conditions.

1. 3. These General Terms and Conditions shall not apply to consumers within the meaning of Section 14 BGB.

### § 2 Offer and conclusion of contract

2. 1. All offers of the contractor are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The Contractor may accept orders or commissions within 14 days of receipt.

2. 2 The legal relationship between the Contractor and the Client shall be governed solely by the agreement concluded at least in text form, including these General Terms and Conditions. This agreement fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal commitments made by the Contractor prior to the conclusion of this contract are not legally binding and verbal agreements between the contracting parties are replaced by the contract at least in text form, unless expressly agreed otherwise between the contracting parties.

2. 3. Additions and amendments to the agreement made, including these General Terms and Conditions, must be made at least in text form to be effective. Transmission by telecommunication, in particular by fax or e-mail, is sufficient to comply with the text form requirement.

2. 4. Information provided by the Contractor on the subject matter of the service and representations of the same (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the service or preliminary designs.

### § 3 Copyright and rights of use

3. 1. Every order placed with the contractor in the field of design development is an author-work contract aimed at granting rights of use to the work services.

3. 2. All drafts and final artwork are subject to copyright law. The provisions of the Copyright Act shall apply even if the level of creativity required under Section 2 of the Copyright Act has not been reached.

3. 3. The drafts and final artwork may not be altered either in the original or in reproduction without the express consent of the Contractor. Any imitation - even of parts - is not permitted. Any breach of this provision shall entitle the Contractor to demand a contractual penalty amounting to twice

the agreed remuneration. If no remuneration has been agreed, the usual remuneration according to the collective agreement for design services SDSt/AGD shall be deemed to have been agreed. The client is at liberty to prove that less damage has been incurred.

3. 4. The Contractor shall transfer to the Client the rights of use required for the respective purpose, if necessary limited to the contractually agreed period. Unless otherwise agreed, only the simple right of use shall be transferred in each case. Any transfer of the rights of use to third parties shall require an agreement at least in text form. An additional fee will be charged in advance for this. The rights of use shall not be transferred until the remuneration has been paid in full.

3. 5. The Contractor shall have the right to be named as the author on all copies and other reproductions. Any infringement of this right to be named shall entitle the Contractor to claim damages. The parties agree on a lump sum compensation amounting to 50% of the agreed remuneration or the usual remuneration according to the collective agreement for design services SDSt/AGD. The right to claim higher damages remains unaffected. The Client's right to prove that the Contractor has suffered less damage shall also remain unaffected. 3. 6. Suggestions made by the Client or its employees or other collaborators shall have no influence on the amount of the remuneration. They do not constitute a joint copyright.

### § 4 Remuneration

4. 1. Drafts and final artwork together with the granting of rights of use form a single service. Remuneration shall be based on the collective agreement for design services SDSt/AGD, unless otherwise agreed. The fees are net amounts, which are subject to the statutory value added tax.

4. 2. If no rights of use are granted and only drafts and/or final artwork are supplied, the fee for use shall not apply.

4. 3. If the drafts are used later or to a greater extent than originally intended, the contractor shall be entitled to invoice the fee for use retrospectively or to demand the difference between the higher fee for use and the fee originally paid.

4. 4 The preparation of drafts and all other activities which the Contractor performs for the Client shall be subject to a charge, unless expressly agreed otherwise.

4. 5 The remuneration shall apply to the services listed upon conclusion of the contract. Additional or special services shall be charged separately.

### § 5 Due date for payment

5. 1. The remuneration is due upon delivery of the work or complete provision of the service, unless otherwise agreed. It is payable without deduction. If the ordered work is accepted in parts, a corresponding partial payment shall be due upon acceptance of the respective part. If an order extends over a longer period of time or requires the Contractor to make large financial advance payments, appropriate payments on account shall be made, namely, unless otherwise agreed, 1/3 of the total remuneration when the order is placed, 1/3 after completion of 50% of the work and 1/3 after delivery.

5. 2. Invoice amounts shall be paid within 14 days without any deductions, unless otherwise agreed in writing. If the client fails to pay by the due date, it shall be in default and the outstanding amounts shall bear interest from that day at 9 percent above the respective prime rate.

5. 3. Offsetting against counterclaims of the cli-

ent or the withholding of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been legally established. This shall not apply to any claims based on defects.

5. 4 Until the remuneration has been paid in full, the client is only permitted to use the services provided on a revocable basis. The Contractor may revoke the use of such services for which the Client is in default of payment for the duration of the default.

### § 6 Special services, ancillary, travel expenses

6. 1. Special services, such as the reworking or modification of final artwork, manuscript study or print supervision shall be charged separately according to the time required in accordance with the collective agreement for design services SDSt/AGD.

6. 2. The contractor shall be entitled to order the external services necessary for the fulfillment of the order in the name and for the account of the client. The client undertakes to grant the contractor corresponding authorization.

6. 3. Insofar as contracts for external services are concluded in the name and for the account of the contractor in individual cases, the client undertakes to indemnify the contractor internally against all liabilities arising from the conclusion of the contract. This includes in particular the assumption of costs.

6. 4. Expenses for incidental technical costs, in particular for special materials, for the production of models, photos, intermediate shots, reproductions, typesetting and printing, etc. shall be reimbursed by the client. 6. 5. travel costs and expenses for trips to be undertaken in connection with the order and agreed with the client shall be reimbursed by the client.

### § 7 Obligations to cooperate and provide information

7. 1. The client must perform all acts of cooperation necessary for the execution of this agreement and support the contractor. This obligation to cooperate applies in particular to projects with deadlines, where the cooperation of the Client is essential to meet certain deadlines.

7. 2. The Client shall provide the Contractor with all information necessary for the fulfillment of the order and, if necessary, provide samples, parts, documents, drawings and other media relevant to the order free of charge to the Contractor and at the Contractor's risk and - unless otherwise agreed - without any obligation to exercise due care, storage and return. If this is not possible, items, information, data and documents shall be procured by the Contractor by arrangement. The costs for this shall be borne by the client. The Client shall ensure that the Contractor receives and is provided with all documents necessary for the execution of the agreement in good time and without special request and that the Contractor is informed immediately of all processes that may be of significance for the execution of the agreement. The contracting parties undertake to provide each other with comprehensive information on all issues relating to the subject matter of the agreement, the projects to be worked on and the project environment.

This applies in particular to knowledge and experience that may influence the progress of project work.

7. 3. The Contractor is entitled to terminate the agreement after setting a reasonable deadline and threatening to terminate it if the Client defaults on its cooperation or acceptance of the

service offered. In this case, the agreed remuneration less the expenses saved shall become due, without prejudice to compensation for the additional expenses and damages incurred as a result.

7. 4. If new findings during the processing of the order/project result in new aspects on the part of the client, changes or extensions to the scope of the contract, an agreement must be reached on this at least in text form. If this agreement is not reached, both parties may terminate the contract prematurely for good cause, insofar as this renders the original order impracticable. The client shall bear the additional expenses incurred as a result of the change request. This includes in particular the examination of the change request, the preparation of a change proposal and any downtimes. If the parties have agreed on daily rates, the expenses shall be calculated according to these rates, otherwise according to the Contractor's usual remuneration

7.5 Binding deadlines must be agreed at least in text form and designated as binding. The Contractor shall not be responsible for delays in performance due to force majeure (e.g. pandemic, war, strike, riot, lockout, official order, general disruption of telecommunications, etc.) and circumstances within the Client's area of responsibility (e.g. failure to provide cooperation services on time, delays caused by third parties attributable to the Client, etc.) and shall entitle the Contractor to postpone the provision of the affected service for the duration of the hindrance plus a reasonable start-up period.

#### **§ 8 Retention of title**

8. 1. Only rights of use are granted to drafts and final artwork, but no ownership rights are transferred, unless the parties have agreed a fee for this. In this case, ownership shall remain with the Contractor until the agreed remuneration has been paid in full.

8. 2. The originals must therefore be returned undamaged after a reasonable period of time, unless expressly agreed otherwise. In the event of damage or loss, the Client shall reimburse the costs necessary to restore the originals. The right to claim further damages remains unaffected.

8. 3. The dispatch of the work and templates shall be at the risk and expense of the client.

8. 4. The contractor is not obliged to hand over files or layouts created on the computer to the client. If the Client wishes to have computer data handed over, this must be agreed and paid for separately. If the Contractor has provided the Client with computer files, these may only be changed with the Contractor's prior consent.

#### **§ 9 Sample documents**

The Client shall provide the Contractor with 3 to 10 perfect, unfolded samples of all reproduced work free of charge for the Contractor's own advertising purposes.

#### **§ 10 Copyright/ Naming the Contractor/ Labeling Notes**

10. 1. The Contractor has a right to copyright/ endorsement for all publications. No publication may be made without a request from the contractor to make use of this right. In the area of journalistic publications, this must be indicated in the imprint.

10. 2. By agreement, the client may mention the name of the contractor on products designed by

the contractor and on advertising material or in publications about them. The form of identification shall be agreed. The Contractor may demand that the products manufactured according to its design, advertising material for them and publications about them be provided with a designation referring to the Contractor as designer, at the Contractor's discretion, if this is technically possible, the overall impression of the product is not impaired and the legitimate interests of the Client are not infringed.

#### **§ 11 Warranty**

11. 1. The warranty period shall be 1 year from delivery/service provision or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by the Client arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by the Contractor or its vicarious agents, which shall in each case become statute-barred in accordance with the statutory provisions.

11. 2. The Contractor's services must be carefully inspected immediately after delivery to the Client or to the third party designated by the Client. With regard to obvious defects or other defects that would have been recognizable during an immediate, careful inspection, they shall be deemed approved by the Client if the Contractor does not receive a written notice of defects from the Contractor within 7 working days of receipt of the service by the Client.

#### **§ 12 Liability**

12. 1. The contractor undertakes to carry out the order with the greatest possible care, in particular to treat templates, films, displays, layouts etc. provided to it with care.

12. 2. The contractor shall not be liable for the admissibility and registrability of the work under competition and trademark law.

12. 3. The employee shall not be liable for damages, irrespective of the legal grounds, in the event of simple negligence on her part and that of her vicarious agents, unless it is a breach of material contractual obligations. Material contractual obligations are the obligation to deliver on time, the freedom from defects of title and such material defects that impair the usability of the service more than insignificantly.

12. 4. If the Contractor is liable for damages on the merits, this liability shall be limited to damages which the Client foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the service shall also only be eligible for compensation if such damage is typically to be expected when the service is used as intended.

12. 5. If the Contractor commissions necessary external services, the respective subcontractors shall not be vicarious agents of the Contractor.

#### **§ 13 Data protection**

13. 1. The Client is informed that the Contractor processes its data in machine-readable form and for tasks arising from the contract.

13. 2. If the Contractor uses third parties to provide the services offered, the Contractor is entitled to pass on the data if this is necessary to ensure the proper execution of the order within the scope of the purpose of the contract.

#### **§ 14 Confidentiality/secretcy**

14. 1. All information that becomes known to the Contractor in the course of the cooperation with the Client shall be treated as strictly confidential and shall only be passed on to third parties if this is necessary for project processing and has been agreed in advance.

14. 2. The Contractor also undertakes to treat all information concerning the Contractor that becomes accessible to it during the cooperation as strictly confidential, unless disclosure to third parties has been agreed in advance. This agreement shall also apply beyond the duration of the cooperation.

#### **§ 15 Freedom of design and templates**

15. 1. Freedom of design exists within the scope of the order. Complaints regarding the artistic design are excluded. If the client wishes to make changes during or after production, she shall bear the additional costs. The Contractor shall retain the right to remuneration for work already begun.

15. 2. If the execution of the order is delayed for reasons for which the Client is responsible, the Contractor may demand a reasonable increase in remuneration.

15. 3. The Client warrants that it is entitled to use all templates provided to the Contractor. If, contrary to this assurance, it is not authorized to use them, the Client shall indemnify the Contractor against all third-party claims for compensation.

#### **§ 16 Termination**

If the subject matter of the contract is not a contract for work and services (design creation) and a specific contract term has been agreed between the parties, ordinary termination is excluded during this period. The right to extraordinary termination shall remain unaffected by this.

#### **§ 17 Final provisions**

17. 1. The place of performance for both parties shall be the registered office of the Contractor.

17. 2. If the Customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Contractor and the Customer shall be, at the Customer's discretion, the Customer's registered office or the registered office of the Customer. In such cases, however, Auerbach shall be the exclusive place of jurisdiction for legal action against the Contractor. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

17. 3. The relations between the parties shall be governed exclusively by the law of the Federal Republic of Germany.

17. 4. To the extent that the contract or these General Terms and Conditions contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed to in accordance with the economic objective of the contract and the purpose of these General Terms and Conditions if they had recognized this loophole.