

Section 1 – Scope of applicability

We execute the orders commissioned to us strictly in accordance with the following provisions. Any differing provisions must be expressly confirmed in writing by our company. Where no provisions have been made in the following, the statutory regulations of the German Civil Code shall apply.

Section 2 – Offers

Any prices listed in general publications such as brochures, ads, etc., are non-binding and non-obligatory. We shall, however, be bound to any offers prepared specifically for the Client for 14 days after receipt of the same by the Client.

Section 3 – Prices

I. Prices are listed in euros unless otherwise agreed. Prices do not include VAT unless separately stated.

II. Unless expressly stated otherwise, the agreed prices do not include the cost of packaging, freight, postage, insurance and other expenses, or shipping costs.

Section 4 – Payments

I. Invoice amounts are due for payment immediately.

II. Payments may be made in cash or by bank or post office transfer. Cheques and bills of exchange will only be accepted on account of performance.

III. If the Client is either completely or partially in arrears with due payments or if cheques or bills of exchange accepted on account of performance are protested, we shall be entitled to request prepayment for future performances and, at the same time, to demand the immediate payment of all outstanding invoices. If the Client fails to make said payment, we shall be entitled to cease any ongoing work.

Section 5 – Deliveries and services

I. Dates and deadlines for deliveries shall only be binding if they have been agreed in writing. We shall only be in delay of performance in all other cases if the Client has duly fulfilled all of its obligations to cooperate (e.g. procurement of documents, issuance of approvals, acceptance of goods, provision of information, creation and/or confirmation of service catalogues or specifications).

II. If we are in delay of performance, we must first be granted a reasonable period of grace. If this period of grace expires fruitlessly, the Client shall be entitled to withdraw from the contract. The amount of damages due to delay in performance is, however, limited to the value of the order.

III. The delivery period shall be extended if unforeseen circumstances outside our sphere of influence occur which, however, have a significant impact on the delivery of the contractually-agreed object (in particular force majeure). The delivery period shall be extended in such cases by the duration of the impediment. We shall inform the Client immediately of the beginning and end of such impediments.

Section 6 – Acceptance

Unless one of the contracting parties insists on the formal acceptance of our services, the contractually agreed service shall, in case of doubt, be deemed to have been accepted upon use of such.

Section 7 – Retention of title

I. We shall retain ownership of the delivery items until such time as payment for said items has been made in full. Likewise, usage rights to the copyrights to which we are entitled shall, in case of doubt, not be transferred to the Client until payment has been made in full.

II. In the event of a breach of contract on the part of the contract partner, in particular upon default in payment, we shall be entitled to request that the delivered goods be returned if a reminder has been ineffective. The contract partner shall be obligated to return the goods in their entirety.

Section 8 – Warranty

I. The contract partner shall inspect the works and services delivered by us immediately upon receipt of the same, but in any event prior to further processing, and report any defects immediately upon discovery. Where the Client fails to inspect the goods or report any defects, it shall not be entitled to assert any warranty claims against us.

II. Where complaints are justified, we shall be obligated to remedy the defect and/or provide a replacement at our own discretion. In the event that remedy or replacement is delayed, omitted or unsuccessful, the contract partner shall, however, expressly reserve the right to reduce the purchase price (reduction) or to rescind the agreement (revocation) at its own discretion.

Section 9 – Liability

I. We are generally only liable for damages caused by intent or gross negligence on our part. We shall, however, also be liable in cases of normal negligence where essential contractual obligations have been breached and to the extent that the achievement of the contractual objective is endangered, such as failure to provide guaranteed properties.

II. The same principles of liability shall apply for liability on the part our employees acting as our vicarious agents or assistants in this respect.

III. We shall not be liable for legal admissibility or admissibility under competition law with regard to advertising messages or for the accuracy of the substance of our advertising activities. In this respect, the duty to obtain legal advice lies with the contract partner. Where the contract partner would like us to provide legal advice or perform a legal assessment, this must be agreed separately.

IV. We shall ensure that the copyright-protected usage rights as agreed with the contract partner are duly and correctly provided. Where the contract partner provides photos, texts or other documents to enable us to process the order, we can be confident that all relevant usage rights in this respect are available. In this respect, we are not under any specific obligation to verify or inform. The contract partner shall be solely responsible, at least internally, for any claims for compensation in such cases.

Section 10 – Set-off and right of retention

The contract partner may only offset our claims for payment against claims that are undisputed or have been legally established. The assertion of a right of retention shall be limited to the same extent.

Section 11 – Copyrights

I. Every creative assignment and/or design order commissioned to us also constitutes a copyright agreement the objective of which is to grant usage rights to the work results.

II. In case of doubt, none of our drafts or services may be altered without our express consent. Any form of imitation – including partial imitation – is prohibited.

III. We shall transfer the necessary usage rights for the respective contractual purpose to the contract partner. Unless otherwise agreed, the simple right of use shall be transferred in each case. The usage right may only be transferred to third parties by written agreement.

IV. We are generally entitled to be named as creator of the advertisement by the contract partner unless this conflicts with any prevailing interests of the contract partner.

Section 12 – Final provisions

I. Place of jurisdiction and place of fulfilment is Potsdam (our company's registered place of business) if the contracting partner is a merchant or has no general place of jurisdiction within Germany. This shall also apply for cheques, bills of exchange and legal documents. The contractual relationship shall be subject to German law.

The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

II. Should individual provisions of these General Terms and Conditions be or become ineffective, this shall not prejudice the effectiveness of the remaining provisions.