



General Terms and Conditions

1. Scope of Application, Conclusion of Contract

- 1.1. The LauferNeo GmbH («LauferNeo», Heinrich-Roller-Straße 16b, 10405 Berlin, Headquarters in Berlin, Germany
Registration Court: Berlin Charlottenburg, HRB 137810 B, General Manager: Kristin Laufer)
- Hereinafter referred to as **Company** -
provides services in the fields of communication and communication development, particularly »Internal and External Communication«, »Brand Strategy and Development«, »Change Communication«, »Live Communication«, »Print, Web, Social Media, Events« as well as »In-Room Media Presentations«, to businesses in accordance with § 12 of the German Civil Code (BGB)
- hereinafter referred to as **Client** -
which are solely based on the following General Terms and Conditions (GTC) as well as the description of individual services and offers. This especially applies, when the Client uses the GTC that are contrary to or deviate from the conditions mentioned herein, unless the Client objects.
An objection is to be designated as such and is to be stated separately to the Company.
Insofar as no objection is raised, the exclusive validity of the conditions is deemed recognized.
- 1.2. However, the acknowledgement takes place, at the latest, through the acceptance of the offer or with the first delivery or services rendered by the Company.
- 1.3. Deviating regulations require the express written consent of the Company.
- 1.4. Deviating agreements between the parties, relating to the mutual contract execution, are to be put down in writing in this contract.
- 1.5. For orders with delivery to third parties, the buyer shall be deemed Client, insofar as no other express agreement has been concluded.
- 1.6. The contractual basis constituted here also extends to any case of a verbal conclusion of contract.
In this case, the Client should be made aware of this separately, unless the Client has already gained knowledge thereof.

2. Obligation to Perform, Obligation to Cooperate and Approval

- 2.1. The Company's obligation to perform results from the performance and offer description as individually agreed upon with the Client.
- 2.2. The Client is obliged to provide the Company with information, required to render those services, as noted in Para. 2.1. which provides essential data, product information and templates, which will be handled with the utmost confidentiality.
- 2.3. Insofar as templates are made available by the Client to the Company, for use when designing communications solutions, the Client assures that he is entitled to transfer and use these templates, which are free of third party rights.
- 2.4. All services of the Company, as according to Para. 2.1. (in particular, all preliminary drafts, sketches, final drawings, blueprints and color proofs) must be checked by the Client and released within a reasonable period of time, usually no more than three working days. If not released on a timely basis, they will be deemed accepted by the Client. Insofar as the Client desires active contacting and information from media representatives (press, radio, among others), this shall only occur after the Client has approved the press information in writing.
- 2.5. The Client is obligated to inspect the company's services prior to their use, to ensure they are legal and permitted under competition law and trademark law, in accordance with Para. 2.1., in an independent manner. The Company arranges for an external legal review only upon the Client's written request. These are deemed special services according to Article 5; The Client shall bear all incurred costs.
- 2.6. The scope of liability will be as entirely referred to Article 10.

3. Copyright, Rights of Use and References

- 3.1. Each order placed is a copyright contract that regulates the concession of fundamental non-exclusive Rights of Use of the Company's work performance - limited in time, place and content of the performance and as specified in the contract purpose - if nothing further is contractually specified.
- 3.2. All creative work services provided by the Company, in particular designs and final drawings or other images, graphics, text, as well as programming and web-based software solutions (works) supplied by the Company are protected by copyright act. This also applies if, according to § 2 of the German Copyright Act [UrhG], the required threshold of originality is not achieved.
- 3.3. Without the Company's express written consent, neither the originals nor reproductions of any work services may be altered, supplemented or fragmented. Any replication - even in parts - is prohibited. A infringement of this provision shall entitle the Company the right to demand a contractual penalty of double the agreed remuneration. Further claims for damages remain expressly reserved.
- 3.4. The Company transfers to the Client only those non-exclusive rights of use necessary to fulfill the order/contract's respective purpose in accordance with § 31 para. 2 of the German Copyright Act [UrhG]. Unless otherwise agreed, only the respective non-exclusive rights of use (i.e. limited to time, place and content) shall be transferred to the contract purpose. A transfer of the Rights of Use to third parties must be agreed upon in writing.
- 3.5. The Rights of Use are only transferred after full payment of the agreed remuneration.
- 3.6. Suggestions and guidance of the Client or his/her employees and representatives have no influence on the amount of remuneration. They do not constitute a claim to shared copyright.
- 3.7. Upon expiration of the contractual period of use and without the need for separate communication, all Rights of Use granted hereunder, revert to the Company. Subsequently, further use is only permitted with the Company's written consent and payment of an appropriate compensation to be determined.
- 3.8. On any duplicates and in publications the Company is always to be mentioned as the author. A breach of naming rights entitles the Company to compensation. With proof of higher damage, the compensation amounts to 100% of the agreed remuneration. The right to claim higher damages upon proof remains unaffected. Should the Client prove that no damage or less damage occurred the amount of compensation is to be adjusted accordingly.
- 3.9. The Company is entitled to name the Client, together with the assignment description and using their logo within the context of the Company's own advertising. This particularly applies, however not exclusively, for brochures, the website and other digital media.

4. Remuneration

- 4.1. In the case that use is granted, all work services and the granted use shall then form a single uniformed service. Any remuneration is a net amount that must be paid plus the currently valid VAT.
The remunerations do not include packaging, postage, freight charges, insurance, shipping costs and especially travel expenses, unless otherwise expressly agreed.
- 4.2. The remunerations referred to in the Company's offer shall be subject to the proviso that the tender's underlying order data remain unchanged, however no later than one month after receipt of the offer by the Client.
- 4.3. Should the realization of the contract be delayed for reasons for which the Client is responsible, the Company may demand an appropriate increase of the remuneration. In the case of willful intent or gross negligence, the Company can assert compensation claims for damages. The assertion of any further damages from default remains unaffected.
- 4.4. If the Client is of the opinion that a personal meeting agreed upon between him/her and the Company will not take place, the Client shall reimburse 50% of the agreed remuneration and 100% of the thus incurred travel costs and other expenses. A duty of representation, to all extent and purpose of this clause, also particularly exists if the Client's meeting cancellation was expressed only three days before the meeting date.
- 4.5. Unless otherwise expressly agreed, the productions of drafts as well as all other activities as may be provided by the Company to the Client are fee-based.
- 4.6. This especially applies for further out-of-pocket expenses, such as costs of materials, color copies, computer printouts, remote data delivery or data storage on data carriers such as CD-ROM, etc., which are requested by the Client.

5. Special Services

- 5.1. Special services, for example the revision or alteration of work services or drafts previously rendered, will be charged separately based on the time invested. Unforeseeable additional work and expenses require a mutual agreement and are to be reimbursed separately. If no special reimbursement has been agreed, the respective daily fee based on the regular remuneration is decisive.
- 5.2. The Client hereby grants the Company the authority to commission, in the name and on behalf of the Client, all third-party services necessary to fulfill the given order insofar as this has been agreed upon in the contract and service specification.
- 5.3. To the extent that contracts for external services are concluded in the name and on behalf of the Company in individual cases, the Client, for their internal relationship, is obligated to hold the Company free from all obligations resulting from the contract conclusion. This includes, in particular, cost absorption.
- 5.4. Freelance employees or third parties engaged by the Company are its assistants or vicarious agents. The Company is obligated not to engage these assistants and vicarious agents, as employed by the Client during the course of the order's execution, for similar businesslike projects - without the Company's participation - neither directly nor indirectly for 12 months following the completion of the Company's projects [competition protection]
An infringement entitles the Company to claim compensation for damages. With proof of higher damage, the compensation amounts to 100% of the agreed remuneration. The right to claim higher damages upon proof remains unaffected. Should the Client prove that no damage or less damage has occurred, the amount of compensation is to be adjusted accordingly.

5.5. Production monitoring by the Company requires an explicit agreement.

The assignment of appropriate production companies shall be carried out directly by the Client or according to Para. 5.2. The involved production companies are neither assistants nor vicarious agents of the Company. When taking over the production monitoring, the Company is entitled to make decisions and give guidance at its own discretion. Within the context of production monitoring, the Company is only liable for errors made through willful intent and gross negligence.

5.6. Out-of-pocket expenses for technical costs, particularly for special materials for the making of models, photos, interim shots, reproductions, typesetting and printing, etc. as well as travel expenses for contract-related trips, which are agreed upon with the client or deemed necessary, will be reimbursed by the Client.

6. Due Date and Acceptance

6.1. Insofar as nothing else is stated in the order confirmation, remuneration is to take place within seven (7) days upon receipt of the invoice, at the latest upon delivery of the work - regardless of an acceptance - without deduction. The invoice will be issued with the date of delivery, partial delivery or readiness for delivery (collection obligation, default of acceptance) If the ordered work services are delivered in parts, a corresponding partial remuneration becomes due with the delivery of each part.

6.2. If an order continues over a longer period of time or should it require high financial advance on the Company's part, appropriate installment payments are to be made; namely $\frac{1}{4}$ of the total remuneration at time of ordering, $\frac{1}{4}$ after completion of 50% of the work services and the remaining amount after delivery.

6.3. The acceptance may not be denied for reasons associated with the work's structural or artistic character or due to insignificant faults according to § 640 para. 1 Page.2 of the German Civil Code [BGB]. Freedom of design exists within the framework of the assignment. The Client bears all extra costs incurred through his/her desire for alterations or supplementations during or after delivery of the work service (cp. No. 5) The Company reserves the right to remuneration for work services already in progress.

6.4. The Client shall be in default with the expiration of the deadline as defined in para. 6 6.1.

6.5. The Client may only offset an undisputed or legally established claim. A Client, who is a merchant as defined in the German Commercial Code [HGB] is not entitled to any rights of retention. However, those rights under § 320 German Civil Code [BGB] remain unaffected, unless and until the Company has not fulfilled its obligations under Article 7. Para. 7.3.

6.6. If the fulfillment of the payment claim is endangered due to an actually occurred impairment or a publicized impairment of the Client's financial circumstances, the Company can demand advance payment, retain goods not yet delivered and stop any further work. The Company is also entitled to these rights, if the Client is in arrears in payment for deliveries that are based on the same legal relationship.

6.7. The Company reserves the right to use payments to settle the oldest invoice items due plus the default interest accrued and costs, as in the following order: Costs, interest, principal claim.

6.8. The Company is entitled to cede claims arising from or in connection with the contract for services. The Client may not cede his/her claims against the Company to third parties. § 354 of the German Commercial Code (HGB) remains unaffected.

6.9. In case of payment delay of claims, the Company shall be entitled to interest on arrears in the amount of 8% according to the date of the respective entry delay according to § 247 German Commercial Code (HGB) applicable base lending rate. § 352 HGB and the assertion of any real further damages from default remain unaffected, as well as the legal rights to assert non-performance damages and rescind the contract.

7. Delivery

- 7.1. If the Company has committed itself to shipping, it shall be done for the Client with the necessary care; however, the Company is only liable in the case of willful intent and gross negligence. The risk passes to the Client as soon as the consignment has been handed over to the operator carrying out the transport.
- 7.2. Delivery dates are only valid if they are expressly confirmed by the Company. If the contract is concluded in writing, the delivery date confirmation should also be in writing.
- 7.3. Should the Company be in default, a reasonable initial grace period will be granted. After expiration of the grace period, the Client can withdraw from the contract. § 361 of the German Civil Code [BGB] remains unaffected.
- 7.4. Operational disorders - both in the Company's business as well as in the supplier's, particularly in the event of a dispute, lockout as well as all other cases of force majeure, do not justify a termination of the contract. The principles concerning the discontinuation of the business principles remain unaffected.
- 7.5. The Company is entitled to its rights of retention concerning artwork, manuscripts, raw materials and other items supplied by the Client in accordance with § 369 German Commercial Code (HGB) as well as a contractual lien on objects in possession based on the order, until complete fulfillment of all claims due from the business relationship.
- 7.6. If delivery is by electronic means, the Client must secure the functional capability of the receiving device he/she uses. An email including attachments is deemed delivered, at the latest, if this is on the incoming mail server used by the Client's mail address.

8. Retention of Title

- 8.1. According to the assignment's purpose and where necessary, non-exclusive Rights of Use shall be granted for all work services rendered by the Client; i.e. limited to time, place and the content of the assignment's purpose given, however, ownership will not be transferred
- 8.2. After expiration of the temporal usage authorization, however, no later than 3 months after the purpose has been achieved, the originals of the work services must be returned undamaged to the Company, unless expressly agreed otherwise. In the event of damage or loss, the Client must reimburse those costs that are necessary to restore the originals. The assertion of further damage remains unaffected.
- 8.3. Other goods received by the Client during the course of contract development and made available by the Company, which are not covered by the aforementioned work service concept, remain the Company's property until full payment of all existing claims (up to the invoice date) has been remitted by the Client to the Company.
- 8.4. The Company is not obligated to hand over work documents or electronic data, in particular files or layouts that were created in the computer to the Client. If the Client wishes the release of computer data, this must be agreed separately and is to be remunerated. Has the Company provided the Client with computer files, these may only be altered, fragmented, duplicated or published, upon prior written consent of the Company, unless it clearly serves the assignment's purpose.

9. Data Security

- 9.1. The Company is obligated to strict confidentiality in regard to knowledge gained or received from the Client or their assistants and vicarious agents; this information is to be perpetually held strictly confidential by the Company, their employees as well as any third parties consulted upon.

10. Warranty

- 10.1. The Company undertakes to carry out the order with the utmost care, in particular to carefully handle the borrowed templates, films, displays, layouts etc., which are necessary to carry out the order. In this case, the Company's liability for any damages is limited to willful intent and gross negligence. Compensation over and beyond the material value is excluded. In particular, the Company shall not be liable for indirect damages, consequential damages and lost profits regardless of the basis for a claim.
- 10.2. Furthermore, the Company is obligated to carefully select and instruct the assistants and vicarious agents engaged by the Company. In addition, the Company is not liable for third parties; regardless of by whom they were engaged as part of order processing. The Client is obligated, in internal relationship, to indemnify the Company from all liabilities.
- 10.3. Insofar as the Company has assigned necessary external services to third parties as defined in Article 5. of this contract, this takes place in the name and on behalf of the Client. Thus, the respective third parties become the Client's direct contractual partners. Consequently, the Company shall only be liable for its own negligence, limited to willful intent and gross negligence.
- 10.4. The Client holds the Company liable for all damages caused by not declaring a release in a timely manner in accordance with Article 2, Para. 2.4 in its entirety.
- 10.5. The client must check the conformity of the work service delivered as well as review each case of primary and interim results sent for correction. With the approval of drafts, final versions or final drawings or the equivalent by the Client, he/she accepts the responsibility for text and image accuracy, insofar as it does not concern errors that have only arisen or become recognizable during the manufacturing process subsequent to the approved manufacturing process. The same applies to all of the other release declarations given by the Client.
- 10.6. Complaints, regardless of what kind, must be lodged with the Company within 14 days after delivery of the work service. Hidden defects that cannot be detected after the immediate examination must be claimed within the statutory warranty period.
- 10.7. Subject to compliance with the aforementioned inspection and notification obligation of the Client, for defects in the goods and services covered by the contract, the Company initially provides a warranty for further fulfillment, arbitrarily selecting an option of removing the defect and/or renewed delivery/service up to the value of the order; unless a warranted feature or the entity is missing or the Client or his/her agents have acted with willful intent or gross negligence. The Client is immediately entitled to renewed delivery/performance if the remedy is unreasonable for him/her. After expiration of a suitable grace period set by the Client for the Company, during which the Company is granted a reasonable number of repair attempts, the Client is entitled to select his/her option; reduction of remuneration (abatement) or cancellation of the contract (withdrawal) or to eliminate the defect himself/herself and to demand reimbursement of the costs required to do so.
The Client's right, besides legal withdrawal, to claim damages or compensation for wasted expenses remains unaffected, except for the limitations of such claims by the Client. Defects of a part of the delivered goods do not entitle refusal of the entire delivery, unless the partial delivery is of no interest to the Client.
- 10.8. For drafts, texts, final designs and final drawings, etc. as approved by the Client, all liability at the Company's expense will be waived.
- 10.9. For colored reproductions in all manufacturing methods, slight deviations from the original cannot be demurred.
- 10.10. The Client guarantees that he/she is entitled to implement, use and alter all templates handed over to the Company. The Client indemnifies the Company from all third party claims, insofar as these must be claimed to tangible and intangible objects for the fulfillment of orders.

- 10.11. All supplies of any kind (including data carriers) made available by the Client or by an engaged third party are not subject to obligatory inspection by the Company.
- 10.12. The Company shall not be liable, except for gross negligence, for defects in data carriers, files and data, as well as for any errors occurring on the Client's system or of his/her representatives during data import.
- 10.13. The Company shall not be liable for the competition nor trademark, admissibility and registrability of the work services, subject to a contrary and separately written agreement for each order of the Client. In this regard, the Client indemnifies the Company from all third party claims.
- 10.14. The Client's claims for damages lapse after one year. The period begins with the origin of each respective claim for damages and the Client's knowledge or grossly negligent lack of familiarity of the reason of claim and the infringer; regardless thereof, the right to compensation lapses after three years of the infringement. Hereinafter referred to as contract software.

11. Special Provisions for Web-based Software Solutions

- 11.1. Web-based software solutions as defined in these General Terms and Conditions (for example, Web/Internet presences, web/internet sites, web/internet presence, Web/Internet offer, Web/Internet platform) are copyrighted work services as defined in Article 3. In the following, they will be named contract software.
- 11.2. The Company's obligation to perform results from the performance and offer description as individually agreed upon with the Client.
- 11.3. The Company is aware of the Client's wishes as listed in the service specification and offer description; the Company has checked them for completeness, suitability, clearness, feasibility and consistency. Should the Company realize that the requirements, as contained in the service specification and offer description, do not possess the quality required for the implementation of the contract software, the Company shall immediately notify the Client and in a written proposal, offer a suitable supplement and/or adjustment of the service specification and offer description. The modification proposal must specify the possible generated additional costs and any eventually necessary adjustments to the scheduling process. The Client will respond in a binding manner, within a reasonable amount of time; usually within five working days after receipt. Once the specified period has expired, Article 2, Para. 2.4. will apply respectively.
- 11.4. The work according to Para. 11.1 will be supplied with a complete installation of the contract software, unless otherwise agreed, according to Article 6.
- 11.5. Texts and images or contents as well as links to sites on the Internet, as made available by the Client, may not infringe upon any trademark and/or patent rights and/or third party rights. In particular, the Company agrees to point to out any possible labeling requirements for the contents of the contract software to be developed.
The Client is liable for any damages caused by data delivered or by data to be procured on behalf of the Client.
- 11.6. The websites' contents must be truthful. The Company accepts no responsibility or liability for the Client's actual qualifications.
- 11.7. The Company also accepts no responsibility or liability for the Client's responsibilities toward third parties arising from obligations from offers and contracts resulting from contact via the website.
- 11.8. The website or the contents on pages within the Internet, which is/are connected via a link, may not be used for storage or distribution of gambling, obscene, pornographic, threatening or slanderous material. An infringement will result in immediate termination of the contract for an important reason without reimbursement, insofar as the contractual partner is personally responsible for the infringement.
- 11.9. Updates, changes, adjustments and revisions will be implemented by the Company as soon as possible. For dates of particular importance, can be deadlines can be agreed upon.

12. Place of Fulfillment, Court of Jurisdiction, Validity

- 12.1. Place of fulfillment and court of jurisdiction is the Client's location, if the customer is a merchant as defined in the German Commercial Code [HGB] or has no domestic general jurisdiction for all disputes arising from the contractual relationship including checks, bills of exchange and documentary evidence. The contractual relationship is governed by German law. United Nations Convention on Contracts for the International Sale of Goods [CISG] is excluded.
- 12.2. Should any individual provisions of these GTC (and the associated cost estimate, similar offer) be proven completely or partially legally invalid, the validity of the General Terms and Conditions shall not be affected in their entirety. The invalid provision shall, in mutual agreement, be replaced by a provision that most closely approximates the economic purpose of the contract. In the event that an agreement fails, the next closest provision will replace the invalid provision. The same applies in the event of a contractual gap.
- 12.3. The contractor is entitled to change or supplement these GTC at any time. Any amendment to the GTC shall be communicated in writing to the Client, whereas an objection period of 14 days will be conceded. Upon expiration of the objection period, the new GTC will become an integral part of the contract.
- 12.4. Ancillary agreements or other arrangements have not been made.
- 12.5. The Client is not entitled to cede claims from the contract.
- 12.6. These General Terms and Conditions shall apply exclusively; even in the event of service provision, any conflicting purchasing, business or delivery terms and conditions will not be part of the contract, even without expressive counter-notice by the Company.