

# Terms and Conditions

## Preamble

As of: October 25, 2024

These General Terms and Conditions (hereinafter referred to as "Terms") form the basis of all contractual relationships between Marcel Voget, Wielandstrasse 21, 40211 Düsseldorf (hereinafter referred to as "Contractor") and his clients.

## 1. Scope and Contractual Basis

### 1.1 Exclusive Validity

These Terms apply exclusively to all business relationships between Contractor and Client. Any conflicting or deviating terms and conditions of the Client are not recognized, even by conclusive action or tacit agreement.

### 1.2 Offers and Conclusion of Contract

- a) All offers of the Contractor are non-binding and subject to change.
- b) Offers are valid for 14 calendar days from the date of issue.
- c) A contract is only concluded by written order confirmation from the Contractor.
- d) Communication by e-mail is also considered "written".
- e) After expiry of the 14-day offer period, a new offer must be prepared, whereby prices and delivery times may change.

### 1.3 Scope of Services

- a) The exact scope of services is defined exclusively by the written order confirmation.
- b) There are no verbal side agreements.
- c) Changes to the scope of services require written form and trigger additional remuneration claims.

## 2. Remuneration and Terms of Payment

## **2.1 Prices and Advance Payment**

- a) All prices are net plus statutory VAT.
- b) Upon placing the order, an advance payment of 60% of the total amount is due.
- c) The Contractor only starts providing services after receipt of the advance payment.
- d) All advance payments are non-refundable.

## **2.2 Payment Deadlines**

- a) Invoices are due for payment within 7 days without deduction.
- b) For orders under €1,000, the total amount is due immediately.
- c) The remaining payment becomes due upon:
  - Delivery of the final files
  - Go-live of a website
  - Print approval
  - Project completion

## **2.3 Default of Payment**

- a) In case of default in payment, default interest of 9 percentage points above the base interest rate will be charged.
- b) The reminder fee is 9% of the order value, but at least €600.
- c) In case of default of payment, the Contractor is entitled to:
  - Immediately cease provision of services
  - Immediately call due all outstanding claims
  - Refuse the release of all work results
  - Revoke rights of use

## **2.4 Additional Costs**

- a) External costs are charged with a surcharge of 25%.
- b) This applies in particular to:
  - Licenses for fonts, images, software

- Printing costs
- Hosting fees
- Third party services

## **3. Rights of Use and Intellectual Property**

### **3.1 Copyright and Ownership**

- a) All works created by the Contractor are subject to the Copyright Act.
- b) The copyright is not transferable under German law and remains with the Contractor.
- c) All drafts, development stages and source codes remain the property of the Contractor.

### **3.2 Granting of Rights of Use**

- a) The Client acquires exclusively the contractually agreed rights of use.
- b) The transfer of rights of use only takes place after full payment.
- c) Without explicit agreement, only a simple, non-transferable right of use is granted.
- d) Any further use requires written consent and is subject to remuneration.

### **3.3 Spatial and Temporal Restrictions**

- a) Rights of use are only valid for the territory of the Federal Republic of Germany.
- b) International use requires a separate agreement and remuneration.
- c) Time restrictions are agreed on a case-by-case basis.
- d) Without explicit agreement, a period of use of one year applies.

### **3.4 Source Files and Development Stages**

- a) There is no entitlement to the release of source files.
- b) Work files, development stages and source codes are not part of the rights of use.
- c) Release can be agreed separately and is to be remunerated additionally.

## **4. Service Provision and Changes**

### **4.1 Service Phases**

a) The services are provided in clearly defined phases:

- Concept phase
- Design phase
- Elaboration phase
- Implementation phase

b) Each phase ends with a release by the Client.

c) Without release, no transfer of rights of use takes place.

### **4.2 Change Requests**

a) Two correction loops per phase are included in the base price.

b) Further changes will be charged according to effort.

c) Change requests after approval of a phase will be charged additionally.

d) Short-term changes (<48 hours) will be charged with a 50% surcharge.

### **4.3 Acceptance**

a) Acceptance must take place within 7 working days.

b) If no feedback is received, the service is deemed accepted.

c) Upon acceptance, the Client confirms the absence of defects.

## **5. Liability and Warranty**

### **5.1 Limitation of Liability**

a) The liability of the Contractor is limited to intent and gross negligence.

b) In case of slight negligence, the Contractor is liable up to a maximum of the order value.

c) Liability for indirect and consequential damages is excluded.

d) Liability for lost profits is excluded.

### **5.2 Indemnification by the Client**

a) The Client indemnifies the Contractor from all third party claims resulting from materials provided by the Client.

b) This applies in particular to:

- Texts and content
- Images and graphics
- Trademarks and logos
- Fonts and licenses

## **5.3 Warranty**

a) The warranty period is 12 months.

b) Defects must be reported in writing within 7 days.

c) The Contractor is entitled to a twofold right to rectification.

d) Browser and system compatibility is only guaranteed for the versions current at the time of development.

# **6. Specific Provisions by Type of Service**

## **6.1 Web Design and Development**

a) Browser compatibility:

- Functionality is guaranteed in the respective current versions of Chrome, Firefox, Safari and Edge browsers
- Older browser versions are not supported
- Mobile optimization is only performed for current iOS and Android versions

b) Technical requirements:

- The Contractor defines the minimum technical requirements
- Additional requirements require separate agreement
- Updates to third-party systems are not part of the service

c) Content Management Systems:

- One-off introduction for max. 2 hours
- Further training will be charged according to effort

- Maintenance and updates are not part of the service

## **6.2 Print Design**

### a) Prepress:

- Print approval is given exclusively by the Client
- Color binding only with commissioned proof
- Production monitoring only with separate agreement

### b) Quantity deviations:

- Deviations of up to 5% of the order quantity are permissible
- The actually delivered quantity will be charged
- Excess quantities of up to 10% must be accepted

### c) Material quality:

- Warranty only when using specified materials
- Color deviations within industry standards are permissible
- Over- or under-deliveries of up to 10% are customary in the industry

## **6.3 Hosting and Domains**

### a) Contract term:

- Minimum term 12 months
- Automatic renewal for 12 months
- 3 months notice period to the end of the term

### b) Scope of services:

- Defined storage space and traffic
- No guarantee for uninterrupted availability
- Maintenance windows can be set up at any time

### c) Domain registration:

- Carried out in the name and for the account of the Client
- No guarantee for desired domain
- Annual fees are charged in advance

## **7. Confidentiality and Data Protection**

### **7.1 Confidentiality**

a) Both parties undertake to maintain confidentiality:

- Business secrets
- Customer data
- Project information
- Price calculations

b) The obligation of confidentiality also applies:

- For employees and subcontractors
- After termination of the cooperation
- For a period of 2 years

### **7.2 Reference Mention**

a) The Contractor may name the Client as a reference:

- On the Contractor's own website
- In portfolios and presentations
- In social media
- In competition entries

b) A right of objection exists only with written agreement before the start of the project

## **8. Termination of Cooperation**

### **8.1 Termination**

a) Regular termination:

- Written form required
- Notice periods according to contract
- For continuing obligations 3 months to the end of the quarter

b) Extraordinary termination:

- In case of default of payment > 30 days
- In case of breach of essential contractual obligations
- In case of cessation of business activities

## **8.2 Consequences of Termination**

a) In case of regular termination:

- Billing of work performed
- Handover of materials created up to that point
- Expiration of rights of use for unpaid services

b) In case of extraordinary termination:

- Immediate cessation of all work
- Billing of the entire order volume
- Claims for damages remain reserved

## **9. Final Provisions**

### **9.1 Written Form**

- a) Amendments require written form
- b) E-mail fulfills the written form requirement
- c) There are no verbal side agreements

### **9.2 Severability Clause**

- a) Invalidity of individual provisions does not affect overall validity
- b) Invalid provisions are replaced by economically similar ones
- c) In case of doubt, the statutory regulation applies

### **9.3 Place of Performance and Jurisdiction**

- a) Place of performance is the registered office of the Contractor
- b) Exclusive place of jurisdiction is Düsseldorf
- c) German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods

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