

GT&C

General Terms and Conditions

General
01 — 04

01 — The following conditions apply to all contracts for conceptual and design services between Johannes Bluemel, Kontumazgarten 9, 90429 Nuremberg – hereinafter referred to as KODEX – and the customer. This also applies in particular if the customer uses General Terms and Conditions (GTCs) and these contain contrary or deviating terms from the conditions listed here.

02 — The terms and conditions listed herein shall also apply if KODEX executes the order unreservedly in the knowledge of opposing or deviating conditions of the client.

03 — Derogations from the conditions listed herein are only valid if expressly agreed to by KODEX in writing.

04 — All agreements between KODEX and the client for the purpose of the performance of the contract shall be set out in this contract in writing.

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Copyright
and Terms of Use
01 — 07

01 — Every contract awarded by KODEX is a copyright contract aimed at the granting of rights to use the works.

02 — All designs and inscriptions are subject to copyright law. The provisions of the copyright law apply between the parties even if the necessary protection requirements should not be met in the individual case. In particular, KODEX is entitled to copyright claims under §§ 97 ff. UrhG.

03 — The designs and inscriptions may be modified only with the permission of KODEX in the original or during reproduction. However, any imitation by third parties - including parts - is not permissible. A violation of this provision entitles KODEX to demand a contractual penalty equal to double the agreed compensation. If such remuneration is not agreed, the usual reward according to the collective agreement for design services SDSt/AGD shall be deemed to be agreed.

04 — KODEX transfers to the customer the rights of use necessary for the respective purpose. Unless otherwise agreed, only a simple right of use will be transferred. A transfer of the rights of use by the customer to third parties requires the prior written agreement between the customer and KODEX.

05 — The rights of use are transferred to the client only after payment of the fee in full by the client.

06 — KODEX has the right to be mentioned as the author on the copies and in publications about the product. A violation of the right to name entitles KODEX to compensation. Without proof, KODEX may demand 100% of the agreed or customary compensation under the collective agreement for design services SDSt/AGD (newest version) in addition to this as damages.

07 — Proposals and instructions of the client or his employees and representatives have no influence on the amount of remuneration. They do not constitute copyright.

Remuneration

01 — 02

01 — The remuneration for the designs, re-inscriptions and the granting of the rights of use is based on the collective agreement for design services SDSt/AGD (newest version), unless otherwise agreed. Drafting is already subject to a fee, unless otherwise expressly agreed. The remuneration is net, plus the current statutory VAT.

02 — If the designs are used to a greater extent than originally intended, KODEX is entitled to subsequently demand the difference between the higher compensation for actual use and the compensation originally received.

Special services,
subsidiary services
and travel costs

01 — 05

01 — Special services such as the reworking or modification of inscriptions, the study of manuscripts, the surveillance of printing etc. are charged separately according to the time expenditure in accordance with the collective agreement for design services SDSt/AGD (newest version).

02 — KODEX is entitled to order the external services necessary for the performance of the order in the name and for the account of the client. The client undertakes to grant KODEX the appropriate authorization.

03 — Insofar as contracts for external services are concluded on behalf and for the account of KODEX in individual cases, the client undertakes to:

Release KODEX from all obligations arising from the conclusion of the contract. This includes, in particular, the assumption of costs.

04 — Expenditure for technical costs, in particular for special materials, for the manufacture of models, photos, interim photographs, reproductions, set and printing etc., shall be reimbursed by the customer.

05 — Travel costs and expenses for travel to be undertaken in connection with the contract and agreed with the client will be charged to the client.

Reservation of ownership,
due of remuneration
and acceptance

01 - 05

01 — Designs and inscriptions are granted only rights of use, but no rights of ownership are transferred. This is done after full payment of the agreed fee.

02 — The originals are therefore, as soon as the client no longer necessitates them for the exercise of rights of use, to be returned intact to KODEX unless otherwise expressly agreed. In the event of damage or loss, the customer shall be liable to reimburse the costs necessary for the restoration of the originals. The claim of further damage remains unaffected.

03 — The shipment of the works and templates is at the risk and at the expense of the client.

04 — In case of delay in payment, KODEX may charge a delay rate of 5.12% for individual companies and 8.12% in case of other corporate forms above the European Central Bank's respective base interest rate p.a. The claim of a proven gre-

ater damage remains unaffected as well as the right of the client to prove a lower burden in individual cases.

05 — An advance payment of 40%, unless otherwise agreed, to be made before the start of the work with confirmation of the order.

Digital data
01 - 02

01 — KODEX is not obliged to hand over files or layouts created on the computer to the Client. If the client wishes to issue computer data, this must be agreed and paid separately.

02 — If KODEX has made computer files available to the client, they may only be modified with the prior consent of Kodex.

Correction, production
monitoring and sampling
01 — 03

01 — KODEX corrective samples must be submitted before reproduction is carried out.

02 — Production monitoring by KODEX is carried out only on the basis of special agreement. When taking over the production supervision, KODEX is entitled to make the necessary decisions and give appropriate instructions in its sole discretion. It is liable for errors only if it is its own fault and only for intention and gross negligence.

03 — Of all duplicated works, the client will leave KODEX 10 to 20 free of charge. KODEX is entitled to use these patterns for the purpose of self-advertising.

Guarantee
01 – 02

01 — KODEX undertakes to execute the order with the greatest possible care, in particular also to treat the templates, documents, samples etc. entrusted to it carefully.

02 — Any complaints of any kind must be filed in writing to KODEX within 10 days of delivery of the work. After that, the work is deemed to be defect-free.

Liability
01 - 07

01 — KODEX is liable - unless the contract stipulates otherwise on any legal basis, only for intention and gross negligence. This limitation of liability also applies to its execution and execution assistants. He is only liable for minor negligence in the event of breach of essential contractual obligations. In this case, however, liability for indirect damages, consequential damages and lost profits is excluded. The liability for positive breach of claims, misconduct at the conclusion of the contract and from unauthorized action is also limited to compensation for the typical, predictable damage.

02 — KODEX assumes no liability or warranty to the Customer for orders awarded to third parties on behalf and on account of the Client, insofar as it does not incur any selective liability. KODEX only acts as an intermediary in these cases.

03 — If KODEX itself is the customer of subcontractors, it hereby waives all warranty, damages and other claims due to defective, delayed or non-delivery to

the customer. The client undertakes to try to enforce the assigned claims before using KODEX.

04 — The Customer exempts KODEX from all claims made by third parties against Kodex for any conduct for which the Customer bears the responsibility or liability under the contract. He shall bear the costs of any legal proceedings.

05 — With the release of designs and refinements by the customer, the customer assumes responsibility for the technical and functional correctness of text, image and design. This applies in particular to printed purchases.

06 — KODEX shall not be liable for the designs, developments, elaborations, refinements and drawings provided by the client.

07 — KODEX is not liable for the competition and trade mark law admissibility and registration of the works as well as for the novelty of the product.

01 — Freedom of design exists within the framework of the contract. Complaints regarding the artistic design are excluded. If the customer wishes to make changes during or after the production, he shall bear the additional costs. KODEX retains the right to remuneration for work already started.

02 — If the execution of the contract is delayed for reasons to be represented by the client, KODEX may demand a reasonable increase in the remuneration. In case of intention or gross negligence, he may also claim damages. The claim of further delay damages shall not be affected.

03 — The Client assures that he is entitled to use all templates submitted to KODEX. Should he not be entitled to use, the customer shall release KODEX from all third party claims.

01 — Unless otherwise stated in the order confirmation, the place of performance is the seat of KODEX.

02 — The invalidity of any of the above conditions shall not affect the validity of the remaining provisions.

03 — The law of the Federal Republic of Germany shall apply.

04 — The place of jurisdiction is the seat of KODEX, provided that the client is a merchant. KODEX is also entitled to lodge a complaint at the client's seat.

05 — Of all duplicated works, the client will leave KODEX 10 to 20 free of charge. KODEX is entitled to use these patterns for the purpose of self-advertising.

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Freedom of design and
templates
01 - 03

Final decision
01 — 06

Schlussbestimmung
01—05

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