

# General Terms and Conditions

## §1 Validity of provisions

Webmedia 2.0 (hereinafter referred to as „Provider“) shall only perform its services on the basis of these General Terms and Conditions of Business. This shall also apply to all future services, should the General Terms and Conditions of Business not be agreed upon in explicitly revised form. Any changes to these conditions shall be in writing and are only valid after approval in writing is given by the Provider.

## §2 Award and conclusion of contract

Quotations are always subject to change and are non-binding. Purchase orders shall be accepted by a written order confirmation by letter or fax subject to the conditions of these General Terms and Conditions of Business. Special conditions made orally or by email shall be confirmed in writing by letter or fax in order to be valid. On request an order confirmation shall then be sent by post or fax. If no order confirmation is received, the general statutory regulations governing the conclusion of contracts shall apply. The Provider indicates the statutory value added tax under VAT ID No. DE271757538 on its invoices. Shipments abroad are subject to the reverse charge process. In this case the Client shall be liable to pay tax.

## §3 Delivery date agreements

Delivery date and period agreements shall be set down in writing and confirmed in all cases. Clients shall accept the probative value of continuous email correspondence.

## §4 Copyright and right of use

The copyright for published items produced by the Provider or his subcontractor (Internet pages, scripts, programs, templates, graphics, photographs and logos) shall remain solely with the Provider. It is not permitted to duplicate or use such items in other electronic or printed publications, in particular on other Internet pages, without the express approval of the Provider. The Provider has the right to include all projects in the list of his references and to refer to his copyright to the items produced. Furthermore all copyrights arising during the course of the purchase order, as well as related property rights, rights to photographs, brand rights, registered design or utility model rights and competitive ancillary rights, shall remain with the Provider. As a matter of principle, a simple right of use arising therefrom shall be granted to the Client. Any rights shall only pass to the Client if this is required by the purpose of the contract. The granting of any rights of use beyond this arrangement shall be agreed upon in writing. The same shall apply to the passage of rights of use to third parties. Any rights of use shall only be transferred after full payment of remuneration.

## §5 Storage

Print materials already used or other goods shall be stored only on the Client's express instruction.

## §6 Order process and warranty agreement

On receipt of the written order confirmation from the Client, the Provider shall start work and produce an initial draft within the agreed time limit. Websites, graphics, sound samples and other services commissioned shall be supplied to the Client for review and acceptance. The Client is entitled to demand changes or rectifications after reviewing the first draft or may request a second draft (in case of complete dissatisfaction with the first draft). Additional change requests beyond the scope of the order shall be invoiced for the additional work incurred based on an hourly rate as included in the current price list.

## §7 Client's obligations and liability

The Client is obliged to verify all author's rights or copyrights that may exist for the materials provided for graphic design and to obtain the necessary permits. The Client shall bear all claims resulting from violation of author's rights and copyrights. Images and scripts which the Provider has obtained are exempt from this ruling. The Client shall bear sole responsibility for all text contents or other publications. The Client shall exempt the Provider from all claims raised against the Provider by third parties due to behaviour for which the Client bears responsibility or liability according to the contract. The Client shall bear the costs of any legal proceedings.

## §8 Payment

Payment for the services performed (drafts, final artwork, programming, etc.) and the granting of rights of use shall be based on the remuneration agreed upon in the contract and the rights of use stipulated there.

## §9 Due date of payment, acceptance

Payment shall be due on acceptance of the service performed. The Provider shall issue an invoice on completion of acceptance by the Client. This invoice shall be due for payment without deductions within 10 working days.

## §9a Acceptance

Acceptance shall take place within a normal period (in general a maximum of one working week, i.e. 5 working days) and may not be refused for design or artistic reasons. Freedom of design exists within the scope of the order. Should the Client fail to make an acceptance by maximum 10 working days after the draft is handed over, the draft shall be deemed as accepted and shall be invoiced.

## §9b Non-acceptance

Non-acceptance of the second draft, in conjunction with cancellation of the contract, shall not release the Client from the binding purchase order awarded, i.e. the Provider shall retain the right to compensation for work that has already been started or performed and the right to claim damages for non-fulfilment.

## §9c Payment default

In case of payment default the Provider is entitled to demand interest for default amounting to 6% per annum above the prevailing basic rate of interest of the European Central Bank. The assertion of any further loss shall not be excluded hereby, nor the entitlement of the Client to prove lower damages on a case by case basis.

## §10 Terms of payment

The agreed payment shall be due within 10 days after the date written on the invoice, gross and without deductions, in accordance with the valid price list, the customised quotation submitted or special agreements agreed upon in writing.

## §11 Warranty, defects

The Provider undertakes to execute the order with the greatest possible care, and in particular to handle all originals, documents, patterns, etc. handed over to him with care. The Provider undertakes to rectify any unsatisfactory work free of charge according to his own choice. Should rectification fail (e.g. in case of impossibility), the Client may not claim any compensation, except in case of intent or gross negligence. He may only demand a reduction in the purchase price or, in case of impossibility, demand the cancellation of the purchase contract. The Provider wishes to explicitly point out that third-party programs used on websites (guestbooks, form mailers, etc.) may contain undetected safety risks. The Provider shall refuse any liability for damage caused by defects in third-party programs.

## §12 Cancellation

If the Client withdraws from the contract after award of contract, cancellation costs amounting to the expenses already incurred by the Provider shall be due, but amounting to at least 50% of the total order. The invoice date in this case shall be the date of cancellation. Cancellation shall be in writing in all cases.

## §13 Technical standards

Unless otherwise agreed, the Provider shall produce Internet pages in such a way that they can be correctly displayed by the current browser versions of Google Chrome and Firefox. There may be deviations in display in different browsers. All further technical functions and standards shall require agreement.

## §14 Procedure with CMS and online shops

On full payment of the order total, the Client is entitled to the access data of the ordered content management and shop systems. On delivery of the access day, the Provider is automatically released from the responsibility and liability for the technical and content functionality of the software.

## §15 Limitations of liability

All further claims are excluded, for whatever legal reason, in particular compensation for damages which did not result from the service performed, except in case of intent or gross negligence. Otherwise the Provider shall only be liable in case of intent or gross negligence in the event of breach of ancillary obligations or unauthorised action. The legal requirements according to GDPR are complied with by the provider. The basis for claims under data protection law is not covered by this liability regulation.

## §16 Self-advertisement

The Client hereby declares his agreement that the Provider may publish, as required, graphics, websites, etc. produced on behalf of the Client in the public galleries on his website or in other advertising materials as reference and proof of his work. The Provider is permitted to publish the URL of the website processed by the Provider in addition to the Client's email address. The Client allows the Provider to publish a link at a suitable place (normally in the Legal Notice) on his own website.

## §17 Place of performance and place of jurisdiction

In the absence of any other written agreement, the place of performance shall be the Provider's registered office. Unless otherwise stipulated in the order confirmation, Karlsruhe or optionally Mannheim shall be the place of jurisdiction. The law of the Federal Republic of Germany shall apply.

## §18 Final provisions

If any one of these provisions should be null and void, it shall not affect the validity of the other provisions. Ineffective provisions shall be replaced by valid provisions which best replace their intended economic purpose.