

General Terms and Conditions Product Design

1 Validity of the Terms of Business

- 1.1 The development of design templates and the granting of licenses to such templates is made exclusively on the basis of the following terms and conditions. These conditions also apply to all future development and licensing agreements, unless otherwise expressly agreed upon.
- 1.2 The terms and conditions of the client which deviate from the following conditions are not recognized. Such deviating terms and conditions shall not be covered by the contract even if the designer does not expressly object to them.

2 Development of design templates

- 2.1 If the designer is charged with the development of design templates, he is free to design.
- 2.2 The client guarantees that he is entitled to use all documents and information submitted to the designer and that these are free of third-party rights. Should he not be entitled to use this insurance or if the documents and information are not free of third party rights, the client shall indemnify the designer from all third-party claims in the internal relationship. The obligation to release does not apply if the client proves that he is not at fault.
- 2.3 After acceptance of the design templates, the client is free to decide whether to use the templates. If he decides to use it, the contract ends. In this case, the designer retains his claim to the workhororar as well as the right to use his own work or to have it exploited by a third party.
- 2.4 If the design drafts submitted for approval are contractual and if the client nevertheless wishes to amend the drafts, the designer will carry out this change. However, he is entitled to refuse such changes, which appear to him not to be artistically or creatively unjustifiable. If the Designer refuses to carry out any changes or decides to use the design templates in spite of the changes, 2.3 shall apply mutatis mutandis.
- 2.5 Until the decision on the use has been made, the client is not authorized to register the templates of the designer without his consent to public or as protective rights. He makes the templates accessible to third parties neither as a whole nor in parts without the consent of the designer.
- 2.6 The client is obliged to examine the design templates developed by the designer after their receipt within a reasonable time and to file complaints against the designer. The complaint of obvious defects must be made in writing within two weeks after delivery of the work, the complaint of obvious defects within a period of two weeks after the discovery of the defect. The punctual dispatch of the complaint is sufficient to meet the period for complaint. In the case of infringement of the duty to inspect and to notify the work of the designer shall be deemed to have been approved with regard to the defect in question.
- 2.7 If the client decides to use the design proposals, the designer is obliged to grant him the appropriate usage rights.

- 2.8 If the order processing requires the use of a third party's services, the designer is authorized to enter the relevant contractual obligations on behalf of and for the account of the customer.

3 business fees

- 3.1 The agreed works shall be paid for the development of the design templates. If the client wishes to carry out changes after submission of draft design drawings, the designer can request a separate remuneration. In the absence of an agreement on the amount of the work price or remuneration for the changes requested by the client, the designer is entitled to the usual remuneration.
- 3.2 The work package for design development shall be due upon submission of draft drafts, the remuneration for the execution of changes after delivery of the modified templates. The customer shall also make such payments if he decides to use them.

4 Usage rights, usage obligation

- 4.1 In as far as the Client is granted the right to use, the latter acquires the exclusive right to reproduce the design templates during the agreed usage period in the agreed number of copies and to distribute the duplicates in the agreed area. If no agreement has been reached with regard to the period of use, the number of items or the distribution area, the scope of the rights of use shall be determined in accordance with the purpose of the contract.
- 4.2 The right to use shall only be transferred after the payment of the work price due and the additional costs incurred by the customer. If a lump sum payment of the usage rights is agreed, this lump sum must also be paid in full.
- 4.3 Any alteration or further development of the design templates as well as the adoption of the design for other products or other areas of application requires the prior consent of the designer.
- 4.4 The client has to pay a contractual penalty of 100% of this fee for each usage, which exceeds the agreed scope, in addition to the usage fee for the usage in question. The designer reserves the right to assert further claims for damages.
- 4.5 The designer shall remain entitled to use his designs and reproductions thereof as part of the self-promotion in all media, irrespective of the scope of the rights of use granted in the individual case.
- 4.6 If the contract relates to the development of design templates, the customer shall be obliged to take up the production and the sale, including advertising, at the latest six months after his decision to use the templates developed by the designer. If the contract relates to the use of existing templates, the six-month period begins with the conclusion of the license agreement. If the production and distribution are not accepted by the deadline, the designer has the right to terminate the contract immediately.

5 usage fee

- 5.1 The designer receives the agreed usage rate for the utilization of his design templates. If the designer was also commissioned with the development of the design templates, the usage fee is to be paid in addition to the work price for the development. If nothing is determined to the height of the usage fee, the designer is entitled to a reasonable usage fee.
- 5.2 If the use payable to the designer is to be paid according to the turnover achieved, the number of products sold or other variable calculation measures, the contractor must notify the designer at the end of each quarter of the relevant data and the usage fee, which is calculated on the basis of these data. The designer can check the correctness and completeness of the invoicing by a third party (lawyer, accountant, tax consultant or expert bookkeeper) who is obliged to keep confidential. If the invoice is found to be defective, the customer shall bear the costs of the check.

6 VAT

The value-added tax payable by the customer shall be added to the respective statutory amount.

7 rights

- 7.1 By acquiring the right to use, the client also acquires the right to register designs or technical protective rights, whereby the designer is to be named as a designer or inventor. He is also entitled to apply for the design as a trademark.
- 7.2 In the case of an application for industrial property rights, the Contractor shall notify the designer before commencement of the production and, in any case, prior to a publication of the design, whether or not and which industrial property rights have been registered. If the contract is terminated or the rights of use are withdrawn to the designer for other reasons, the customer is obliged to immediately transfer the property rights to the designer.
- 7.3 During the term of the contract, the client shall be obliged to preserve registered industrial property rights.
- 7.4 During the term of the contract, the client does not seize any intellectual property rights relating to the object of the contract and does not support third parties in such attacks.

8 Property, Return Policy

- 8.1 All designs, models, documents and data remain the property of the designer. In accordance with the contract, the customer returns these documents without delay to the designer.
- 8.2 In the case of damage or loss of the designs, models, documents and data, the customer has to replace the costs necessary for the restoration, unless he is not responsible for the damage or the loss. The designer reserves the right to further damage.

9 Legal Defense, Application of Copyright

- 9.1 The client undertakes to defend the design proposals used by him against counterfeiting or other attacks by third parties at his expense.

- 9.2 The client expressly acknowledges that the designer is the sole author of the design templates. The provisions of the Copyright Law Act are also deemed to have been agreed in the event that the presentations do not have the necessary creation according to § 2 (2) UrhG. In particular, the client is obliged to pay the agreed fees irrespective of the copyrights or other protection of the documents and also in the event of the expiry of the protection periods of special protection rights.

10 liability

- 10.1 The designer is only liable for damages, which he or his fulfillment aids deliberately or grossly negligently. This excludes damage resulting from a breach of a contractual obligation which is essential for the achievement of the contractual purpose (cardinal obligation), as well as damage from injury to life, body or health for which the designer is also liable in case of slight negligence.
- 10.2 Claims of the customer resulting from a breach of duty by the designer or his vicarious agents lapse one year after the statutory commencement of the statute of limitations. Except for damages caused by a deliberate or grossly negligent breach of duty on the part of the designer or his vicarious agents, and claims for compensation for injury to life, body or health, even if they are due to a negligent breach of duty by the designer or Of its accomplishments; The statutory limitation periods apply to these claims for damages.
- 10.3 The designer is not liable for the economic usability of the design templates. Nor is he liable for their protection and the enforceability of related claims arising from copyright, (Community) design, design, patent, trademark and competition law, nor are they subject to any investigation. However, he is obliged to notify the client of possible legal risks insofar as they become known to him during the term of the contract.

11 Final clauses

- 11.1 The invalidity or invalidity of individual provisions of these terms and conditions shall not affect the validity of the remaining provisions.
- 11.2 The law of the Federal Republic of Germany shall apply.
- 11.3 In the event that the client does not have a general court of jurisdiction in the Federal Republic of Germany or has his domicile or habitual residence abroad after conclusion of the contract, the country of residence of the designer shall apply.