

General Terms and Conditions of Business

1 General provisions

In all business transacted by consense communications gmbh, called "Supplier" in the following, the Terms and Conditions set forth below shall apply, in so far as nothing else has been agreed in the offer or confirmation of order. Any terms and conditions of the Client deviating herefrom shall be deemed agreed only if the Supplier has confirmed this in writing.

2 Copyrights

In as much as the subject of the contract requires the Supplier to have third parties provide graphic design or photography work, the copyrights pertaining to these services shall always be based on the agreements made between the Supplier and the third party. If the Client is to be granted copyrights on graphic design and photography work, this is to be agreed with the Supplier and set down in writing.

3 Offer and order

3.1 Offers made by the Supplier shall expire 28 days after the date of the offer.

3.2 Any subsequent changes to the order require the agreement of both parties and must be set down in writing. Additional costs shall be borne by the Client. In as much as there is no special agreement on the additional costs, the customary remuneration shall be deemed agreed.

3.3 The fulfillment of all obligations of Supplier towards the Client shall depend on the Client's adherence to the agreed terms of payment and the fulfillment of any other obligations towards the Supplier.

4 Delivery

4.1 The deadlines for goods and services to be rendered are only binding if they are expressly confirmed as such by Supplier in writing.

4.2 The period for goods and services to be rendered will comply with the respective agreements made. In as much as there are no other provisions, the period will begin on the day on which there is a written agreement between the Client and the Supplier on the order.

4.3 The prerequisites for adherence to the deadline for goods and services to be rendered shall be that the order has been fully clarified, that all documents, payments and collateral to be provided by the Client have been submitted to the Supplier by the agreed date, and that the Client has fulfilled any other obligations. If these prerequisites are not fulfilled in time or are incomplete, the deadline will be extended accordingly.

4.4 Any additional costs arising from an interruption or delay caused by the Client in the work to be performed by the Supplier shall be borne by the Client.

4.5 The deadline shall be deemed fulfilled once the consignment has left the agency of the Supplier within the respective period. If the dispatch or collection is delayed for reasons beyond the control of the Supplier, the deadline shall be deemed fulfilled upon notification of the Client that the consignment is ready for dispatch within the agreed period.

4.6 Neither the Supplier nor the Client can be held for delays in the rendering of goods and services due to force majeure, mobilization, war, riot, strike, lockout, business disruption, fire, natural disasters, transport disruptions, changes in legislation, measures or regulations of the authorities and the occurrence of unforeseeable events which are beyond the control of the Supplier. This shall also apply to agreed and binding deadlines. The period for services rendered will be extended accordingly. In the event of a deadline not being fulfilled for reasons not cited under Item 4.5, the Client can, in as much as he can plausibly assert that he has sustained damage, demand compensation for each full week of the delay in the amount of 0.5% up to a total maximum of 5% of the value of the part of the overall goods and services to be rendered which, due to the fact that individual articles or parts thereof have not been completed in time, cannot be used for the designated purpose. The Client can demand compensation for delay if he reserves the right hereto up to one month at the latest after acceptance of the last goods and services rendered as part of the order.

4.7 Claims of the Client for damage and any claims for compensation other than those regulated under Item 4.7 shall be excluded in all cases of a delay in the rendering of goods and services, also upon expiry of any subsequent deadline which has been set the Supplier. This shall not apply in as so far as, in the event of gross negligence or intent, of warranty or in the breaching of material contractual obligations through ordinary negligence, there is mandatory liability for legal reasons for contractually typical foreseeable damage.

4.8 For the rest, the right of the Client to withdraw should a deadline subsequently set the Supplier expire without the desired result shall remain unaffected.

4.9 The Supplier shall be entitled to withhold the further supply of goods and services for the period during which the Client is in arrears with payments.

5 Prices and conditions of payment

5.1 Prices are in euros, if not otherwise indicated, and are excluding turnover tax. Turnover tax will be disclosed separately in the invoice at the respectively valid rate in line with the tax regulations currently in force.

5.2 The prices agreed are only valid for the individual order to which they pertain.

5.3 If the supply of goods and services rendered is delayed by no fault of the Supplier, payments are to be made as if there had been no delay.

5.4 All payments are subject to the respectively fixed payment conditions. In as much as nothing else has been agreed, all payments shall be due and payable upon invoicing and without any deductions to the appointed paying agent of the Supplier. Payment deadlines shall be deemed fulfilled when the Supplier can dispose of the amount within the period agreed. Payments will always be set off against outstanding receivables in the chronological order in which they arise.

5.5 As regards payment, cheques and bills of exchange are acceptable upon respective prior agreement. Discounts and collection charges, any bill tax and interest are to be reimbursed to the Supplier without delay.

5.6 If the Client is a businessman, a legal entity under public sector law or a public law special fund, payment shall be considered in arrears if the Client does not remit payment upon receipt of a reminder by the Supplier which has been sent after the due date for payment of the purchase price. Irrespective of the above, the Client shall be considered in arrears if he does not remit payment on a date specified for payment in the contract. The statutory provision according to which a debtor is also automatically considered in arrears thirty days after receipt of an invoice shall remain unaffected.

5.7 If the Client is in arrears either partly or fully in his payment obligations, he shall be obliged - irrespective of all other rights of the Supplier - to pay the statutory interest payable on arrears in the amount of currently 5% per annum above the base rate pursuant to Section 1 of the German Discount Rate Transition Act on outstanding amounts, in as much as the Supplier does not supply proof of greater loss.

5.8 If the Client withdraws from the contract after the order has been confirmed for reasons which are not attributable to the Supplier, he must bear all costs incurred up to this date.

5.9 The right of retention of the Client, in so far as it is not based on the same contractual relationship, as well as offsetting against claims in dispute or against claims not legally established shall be excluded. In all other cases, the Supplier shall be entitled to guard against the Client exercising the right of retention through the latter's provision of collateral in the amount of the counterclaim and also by the furnishing of a guarantee.

5.10 If the Client suspends payment, is in debt, if insolvency proceedings are opened or if the Client fails to honor a bill of exchange when due or a cheque, the whole claim of the Supplier shall become due and payable immediately. The same shall apply given any other substantial deterioration in the financial position of the Client. If in the above mentioned events the Supplier has fully, partly or not fulfilled his performance obligations, he shall be entitled to demand prepayment or sufficient collateral or to withdraw from the contract.

6 Place of jurisdiction and performance

6.1 With all disputes arising from the contractual relationship, if the Client is a businessman, a legal entity under public law or a public law special fund, action is to be filed with the court having jurisdiction over the place of business of the Supplier. The Supplier is nonetheless entitled to apply to any court which has legal jurisdiction.

6.2 The place of fulfillment of all obligations directly or indirectly arising from this contractual relationship, including payment obligations, is the registered office of the Supplier.

7 Liability

7.1 The Supplier and his subcontractors and vicarious agents shall be liable in the event of gross negligence and intent, for the breaching of material contractual obligations, for damage to objects used privately pursuant to the German Product Liability Act, and if any features confirmed in writing are missing.

7.2 In as much as nothing else has been agreed in the above, damage claims of the Client against the Supplier and his subcontractors and vicarious agents shall be excluded.

8 Miscellaneous

If individual provisions of these General Terms and Conditions of Business are found to be legally invalid or become so, the validity of the other provisions and of the contract itself shall remain unaffected.

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