

# Ungermeyer

**Terms and Conditions** January 2010 (translation of „Allgemeine Geschäftsbedingungen“)

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## 1 Application

- 1.1 By contracting our services the client agrees to these terms and conditions. We understand these terms and conditions as accepted when the client does not dissent immediately.
  - 1.2 Other differing terms of use of the client are not part of the contract, even if we do not dissent explicitly.
  - 1.3 Authentic and legally valid version of the Terms and Conditions is the German text „Allgemeine Geschäftsbedingungen“.
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## 2 Creative freedom

We hold creative freedom within the scope of the contract.

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## 3 Copyright and rights of use

- 3.1 The client shall acquire the rights of use to the agreed scope after payment of fees. In all cases, we retain the rights of consent according to copyright law. In any case, even after assigning exclusive rights of use to our client, we will be authorised to use our design and publications for our own advertising. The rights of use for discarded drafts remain with us.
  - 3.2 The work we supply must not be changed or distorted, neither in the original nor in reproduction, without our consent. Any complete or partial imitation is prohibited.
  - 3.3 The assignment of exclusive or simple rights of use to third parties beyond the agreed scope is only possible with our consent.
  - 3.4 We have the right to be mentioned on the copies of our work as the copyright owner.
  - 3.5 We are not bound to provide volumes, files or data to the client unless otherwise agreed with the principal agreement and for a separate fee.
  - 3.6 If we provide our client volumes, files or data they may only be changed with our consent.
  - 3.7 The originals (e.g. illustrations) must be returned to us free of damage after a suitable period, unless otherwise agreed explicitly. If the originals have been lost or damaged, compensation must be paid.
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## 4 Fees and payments

- 4.1 Our fees must be paid plus statutory VAT and without further deductions.
  - 4.2 Our fees are due upon delivery of work. If the ordered work is accepted in parts, a corresponding partial bill is due each time a part is accepted.
  - 4.3 Without having acquired the exclusive rights of use the re-use of our design or the use in a higher extend as appointed is only possible with our consent and for a separate fee.
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## 5 Additional and external services

- 5.1 The client shall reimburse technical incidental expenses incurred in connection with our agreement.
  - 5.2 Any external services for the production process or the assignment of creative work by third parties for the realisation of the contract will be billed and contracted to the client. The client provides a written authorisation to us.
  - 5.3 In case the client instructs us to assign external services for our account, the client exempts us from any resultant liabilities.
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## 6 Contents and third party material

The client warrants that he owns all rights and will not violate the rights of any third parties. Should the client, despite this warranty, not be entitled to use the content, or should the use violate the rights of third parties, the client will exempt us from any claim for compensation by third parties.

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## 7 Corrections, approval and production monitoring

- 7.1 The client submits the result of the proofreading in written form to us. The client receives from us another proof for approval after insertion of the text corrections.
  - 7.2 After written approval by the client we start the final art work and production respectively.
  - 7.3 Any changes or corrections requested by the client after completion of layouts or final art work will be charged.
  - 7.4 Any delays, due to reasons caused by the client, may be subject to adequate additional charges. In case of purpose or culpable negligence by the client we may claim for indemnity.
  - 7.5 In case of production monitoring we make a special agreement in written form with the client. During the monitoring we decide by our own judgement and give instructions accordingly.
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## 8 Samples

We shall receive free of charge 10 samples of the copies from all the work we carry out.

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## 9 Liability and indemnification

- 9.1 We only agree to indemnify from damages which we incur culpably negligently.
  - 9.2 The client takes responsibility for the correctness of the content with his consent to the work.
  - 9.3 We assume no liability for the acceptance of trademark and registration ability.
  - 9.4 The approval and publication is with the client. If the client exceptionally assigns us with approval partly or completely the client exempts us from liability.
  - 9.5 Any complaints have to be notified promptly within two weeks after delivery in written form. After this period it applies that our work is accepted according to contract and free from defects.
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## 10 Governing law

- 10.1 The court of jurisdiction is Berlin.
  - 10.2 If any provision of this agreement is held invalid or unenforceable, the remainder of this agreement shall nevertheless remain in full force.
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We are very much looking forward to our cooperation and will accomplish our work with high diligence!