

General Terms and Conditions of Business (GTC) – ARTCONTACT pr & marketing

§1 - Validity of provisions

“ARTCONTACT pr & marketing” (hereinafter referred to as ARTCONTACT) shall only perform its services on the basis of these GTC. This shall also apply to all future services, should the GTC 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 ARTCONTACT.

§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 e-mail subject to the conditions of these General Terms and Conditions of Business. Special conditions made orally shall be confirmed in writing by letter or e-mail in order to be valid. If no order confirmation is received, the general statutory regulations governing the conclusion of contracts shall apply. ARTCONTACT indicates the statutory value added tax 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 ARTCONTACT or his subcontractor (Internet pages, press releases, scripts, programs, templates, graphics, photographs and logos) shall remain solely with ARTCONTACT. It is not permitted to duplicate or use such items or even drafts in other electronic or printed publications, in particular on other Internet pages, without the express approval of ARTCONTACT. ARTCONTACT 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 ARTCONTACT. 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. ARTCONTACT has the right to charge extra for the storage.

§6 - Order process and warranty agreement

On receipt of the written order confirmation from the Client, ARTCONTACT 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 ARTCONTACT has obtained are exempt from this ruling. The Client shall bear sole responsibility for all text contents or other publications. The Client shall exempt ARTCONTACT from all claims raised against the Provider by third parties due to behavior 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. ARTCONTACT shall issue an invoice on completion of acceptance by the Client. This invoice shall be due for payment without deductions within 7 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

of the second draft, in conjunction with cancellation of the contract, shall not release the Client from the binding purchase order awarded, i.e. ARTCONTACT 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 ARTCONTACT 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 7 days after the date written on the invoice, gross and without deductions, in accordance with the valid price list, the customized quotation submitted or special agreements agreed upon in writing.

§11 - Warranty, defects

ARTCONTACT 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. ARTCONTACT 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. ARTCONTACT wishes to explicitly point out that third-party programs used on websites (guest books, form mailers, etc.) may contain undetected safety risks. ARTCONTACT 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 ARTCONTACT shall be due, but amounting at least to 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, ARTCONTACT 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, ARTCONTACT 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 ARTCONTACT shall only be liable in case of intent or gross negligence in the event of breach of ancillary obligations or un-authorized action.

§16 - Self-advertisement

The Client hereby declares his agreement that ARTCONTACT 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. ARTCONTACT is permitted to publish the URL of the website processed by the Provider in addition to the Client's email address. The Client allows ARTCONTACT 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

The place of performance shall be ARTCONTACT's registered office. Berlin 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.

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