



## General Terms and Conditions

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The following General Terms and Conditions of ANGELUS design- Suncica Rodermund (hereinafter referred to as ANGELUS design) shall apply to all contracts concluded with ANGELUS design and its client. The terms and conditions are agreed, if the client does not contradict them immediately after receipt.

### 1 Scope of application

1.1 All agreements and offers are based on the general terms and conditions of business of ANGELUS design. They are deemed to be accepted by placing the order or acceptance of the delivery. Any deviating terms and conditions of the customer that ANGELUS design does not expressly acknowledge in writing, are to be regarded as non-binding.

### 2 Conclusion of Contract

2.1 The subject matter of the contract is the products, work and services specified in the offer for the performance characteristics listed therein.

2.2 All offers and prices are subject to change and non-binding. Changes, misprints errors and omissions excepted. The information about the purchase price and about the product features are for information purposes only. The contract between the client and ANGELUS design comes into effect only by his order (telephone, e-mail, fax or letter) and its acceptance by ANGELUS design. ANGELUS design accepts the order by sending an order confirmation by e-mail, fax, by letter or implicitly by delivering the ordered goods. Orders are binding within the scope of these Terms and Conditions of Sale even if they have not been confirmed by ANGELUS design.

2.3 ANGELUS design has freedom of design within the framework specified by the client. ANGELUS design will follow the instructions given by the client within the scope of its creative freedom and will take into account the client's suggestions, production possibilities and business strategies of the client. If the Client requests changes during or after production, he shall bear the additional costs.

2.4 The client is obliged to provide ANGELUS design with the necessary information and documents in good time. He is liable for ensuring that he is authorized to use the documents, and shall indemnify ANGELUS design in this respect from claims for compensation by third parties.

2.5 If the client requests changes during or after production, he shall bear the additional costs.

### 3 Copyright and Right of Use

3.1 ANGELUS design has the sole right of use to its designs, models, photographs and other produced works even if they do not reach the level of creation required for copyright protection. The transfer of rights of use must be made in writing.

3.2 Designs, samples, models and the like may neither be imitated by the customer nor used in any other way for the purpose of reproduction.

### 4 Secrecy obligation

4.1 ANGELUS design is obligated to maintain secrecy with respect to all business secrets of the client business. Insofar as ANGELUS design uses third parties to fulfill its order, ANGELUS design obligates them to exercise the same care. The obligation to maintain secrecy also exists beyond the duration of the cooperation.

### 5 Prices, remuneration

5.1 Prices are quoted gross in Euro (€) including value added tax at the applicable rate, plus packaging, insurance and postage costs.

5.2 Proposals and instructions of the Client shall not constitute a joint copyright and shall have no influence on the remuneration.

5.3 The creation of drafts, photographs, other works and services is subject to remuneration. Necessary changes that are not caused by defects for which ANGELUS design is responsible will be charged separately. Further drafts as well as other additional services will be charged separately.

5.4 If the execution of the order is delayed for reasons for which the client is responsible, ANGELUS design may demand a reasonable increase in the remuneration. In the event of intent or gross negligence, ANGELUS design may claim damages.

5.5 ANGELUS design is entitled to reimbursement of all expenses that were necessary for the fulfillment of the order. Travel and the assignment of external services are to be coordinated with the client in advance.

5.6 Remuneration is due upon delivery of the work and after invoicing. In the case of delivery of partial work, remuneration is due in each case upon delivery of the partial work and corresponding invoicing. ANGELUS design is entitled to demand partial payments in accordance with the amount of work performed. Expenses and costs are due upon invoicing.

5.7 Due invoices are payable without deduction. A payment period of 14 days starts from invoice date. In the event of late payment, ANGELUS design reserves the right to charge interest on arrears at a rate of 8% above the respective discount rate.

### 6 External services

6.1 ANGELUS design is entitled to order the external services necessary for the fulfillment of the task in the name and for the account of the client. The Client is obliged to grant the Designer written power of attorney for this purpose.

6.2 Insofar as contracts for third-party services are concluded in individual cases within the scope of and for the account of ANGELUS design, the Client undertakes to release ANGELUS design internally from all liabilities arising from the conclusion of the contract, in particular from the obligation to pay the price for the third-party service.

### 7 Delivery times, delay in delivery

7.1 Delivery dates or completion dates are only valid if they are expressly confirmed by ANGELUS design. If the client significantly breaches its obligation to cooperate, ANGELUS design is entitled to terminate and invoice the order, subject to prior warning. If no delivery dates or completion dates have been agreed, but a delivery or completion period measured according to specific time periods has been agreed, this period begins on the day on which the order confirmation is sent.

It ends on the day on which the completed work is handed over to the client or made available for collection by an employee of ANGELUS design or a commissioned third party.

The delivery period shall be interrupted for the duration of inspections by the Customer or third parties, namely from the day of dispatch to the Customer until the day of receipt of the Customer's statement. If the customer requests changes to the order after the order has been confirmed, which influence the production period, a new delivery period shall commence only upon confirmation of the change.

ANGELUS design is not responsible for exceeding the delivery time if this is caused by circumstances beyond ANGELUS design's control. Operational disruptions, both in its own operations and in those of third parties, on which the production, transport and publication are dependent - caused by cases of force majeure exempt from compliance with the agreed delivery times and prices.

7.2 In the event of a delay in delivery by ANGELUS design, the client is in any case entitled to exercise the legal measures to which he is entitled by law only after a reasonable period of grace has been granted. Compensation for damage caused by delay is excluded, as is compensation for loss of profit, unless the damage is due to intent or gross negligence on the part of ANGELUS design.

#### 8 Ownership and obligation to return

8.1 Ownership of designs, photographs, models and other works is only transferred if this is expressly agreed. The originals must be returned undamaged to ANGELUS design no later than three months after delivery, unless otherwise agreed in writing.

8.2 In the event of damage or loss, the client must reimburse the costs necessary for restoration. The assertion of a claim for extensive damage remains unaffected.

8.3 The object of purchase remains the property of ANGELUS design until payment has been made in full. ANGELUS design is entitled to take back the object of purchase if the client acts in breach of contract.

8.4 The client is obliged to treat the object of purchase with care as long as ownership has not yet passed to him.

#### 9 Surrender of data

9.1 ANGELUS design is not obliged to surrender data carriers, files and data produced by ANGELUS design for the creation of the object of sale. If the Client wishes ANGELUS design to make data carriers, files and data available to it, this must be agreed in writing and remunerated separately.

9.2 If ANGELUS design has provided the client with data carriers, files and data, these may only be modified with the consent of ANGELUS design.

9.3 The Client shall bear the risk and costs of transporting data carriers, files and data online and offline.

9.4 ANGELUS design is not liable in the event of intent or gross negligence for defects in data carriers, files and data that arise during import onto the client's system.

#### 10 Specimen copy, attribution of name

10.1 ANGELUS design is entitled to be provided with illustrations of the items produced with the aid of its designs and to be provided with a specimen copy free of charge.

10.2 ANGELUS design is entitled to ten copies of advertising materials produced for products designed by ANGELUS design. ANGELUS design is entitled to reproduce and distribute these advertising materials for its own advertising purposes.

10.3 ANGELUS design has a right to be named as the designer in publications about the product. The designer's name, as indicated by ANGELUS design, shall be affixed to the products manufactured according to its designs, if this is technically possible.

10.4 ANGELUS design is generally entitled to publish the company names of its customers as references. Should publication not be desired, this must be expressly communicated in writing.

### 11 Liability

11.1 ANGELUS design is liable only for damages caused by ANGELUS design itself or its vicarious agents intentionally or through gross negligence. This also applies to damages resulting from a positive breach of contract or a tortious act.

11.2 ANGELUS design is not liable for the novelty, protectability and economic exploitability of the works produced, nor for the fact that the production and exploitation do not conflict with the rights of third parties.

11.3 The client is obliged to independently check the work created by ANGELUS design for its functional suitability and feasibility in production. ANGELUS design is liable for damages caused by its design or the construction proposed by it only in case of intent or gross negligence.

11.4 The sending and return of works and templates is at the risk and expense of the client.

11.5 Complaints and objections of any kind whatsoever must be made in writing to ANGELUS design immediately after delivery/completion. Thereafter, the product/work or service shall be deemed to have been accepted in accordance with the contract and free of defects. Client and contractual partners, German law is applicable (in accordance with the provisions of the IPR).

11.6 Claims of the customer due to defects shall become statute-barred after one year.

11.7 Damage to the goods caused by improper use by the customer does not justify a claim against ANGELUS design.

11.8 A liability for material defects is excluded in the case of deviations in samples, color tones, quality as well as changes in the execution.

### 12 Place of performance and jurisdiction, applicable law

12.1 In the event that the client does not have a general place of jurisdiction in the Federal Republic of Germany or moves its registered office or habitual residence abroad after conclusion of the contract, the registered office of ANGELUS design is agreed as the place of jurisdiction.

12.2 German law is also applicable to contractual relationships with foreign clients and contractual partners (in accordance with the provisions of the IPR).

### 13 Final Provisions

13.1 If one of the above terms and conditions is invalid, this shall not affect the validity of the remaining terms and conditions.

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