

General Terms and Conditions

1. Scope of application

These General Terms and Conditions apply to all orders placed with com-a-tec GmbH. Deviations from these General Terms and Conditions must be acknowledged in writing by com-a-tec GmbH. Conflicting general terms and conditions of clients do not become part of the contract.

2. Pitches and presentations

The use and exploitation of ideas, concepts and elaborations presented by com-a-tec GmbH in the context of pitches and presentations require the express prior consent of com-a-tec GmbH. This also applies to use in a modified or adapted form. The payment of a pitch or presentation fee does not constitute consent to its use.

3. Processing of orders

- a) The minutes of meetings and re-briefings provided by com-a-tec GmbH are binding unless the client objects immediately upon receipt.
- b) Files, source codes and other work equipment which com-a-tec GmbH creates or has created within the framework of the performance of the contract shall remain the property of com-a-tec GmbH unless otherwise agreed for their further exploitation and use. Source codes created by com-a-tec GmbH shall always remain the property of com-a-tec GmbH and may not be modified or edited by the client. The obligation to retain files, source codes and other work equipment after completion of an order is not part of the order.
- c) com-a-tec GmbH accepts no liability for documents, files, work equipment and samples supplied by the client which are not reclaimed within six weeks of completion of the order.
- d) com-a-tec GmbH is entitled to have work transferred to com-a-tec GmbH carried out by third parties.
- e) By placing an order, the client expressly authorises com-a-tec to place media, printing and other production orders on behalf of the client as described in the order description.

4. Delivery contents and delivery periods

- a) The delivery obligation of com-a-tec GmbH is fulfilled as soon as the work and services have been dispatched. Transport and transmission risks of any kind shall be borne by the client.
- b) Delivery commitments by com-a-tec GmbH regarding scope, content and deadline shall only be binding if the client has fulfilled all his obligations to cooperate on time. This includes the legally binding order, the provision of correct and sufficient information, documents, products and media as well as the granting of the necessary releases.
- c) Competition law audits of work and order results are the responsibility of the client and not of com-a-tec GmbH. com-a-tec GmbH excludes any liability for breaches of competition law

5. Rights of use

- a) Upon complete settlement of all invoices relating to the order, com-a-tec GmbH transfers to the client all rights of use required for the agreed purpose. Any further use shall require the consent of com-a-tec GmbH.
- b) If third parties are involved in the performance of the contract, their rights of use shall be acquired by com-a-tec GmbH and transferred to the client, if possible.
- c) com-a-tec GmbH reserves the right to use rejected ideas, concepts and elaborations from pitches, presentations and orders for other purposes.

6. Warranty, liability

- a) The client must inspect the work and services delivered by com-a-tec immediately upon receipt and in any case prior to further processing and report defects immediately upon their discovery. If this notification of defects is omitted, all resulting claims shall lapse. If the client allows com-a-tec GmbH to further process or utilize work and services supplied by com-a-tec GmbH despite defects, any costs or damages incurred as a result shall not give rise to any claims against com-a-tec GmbH.
- b) In the event of defects, com-a-tec GmbH shall be entitled to rectify the defects twice within a reasonable period of time.
- c) In the event of slight negligence on the part of employees and vicarious agents of com-a-tec GmbH, liability for claims for damages of any kind is excluded, unless the damage relates to injury to life, limb or health.
- d) Compensation for damages shall in any case be based on the principle of reasonableness.

7. Invoicing and terms of payment

- a) com-a-tec GmbH retains ownership and all other rights to the results of the order until all invoices relating to the order have been paid in full.
- b) Unless otherwise agreed, the current price and fee list of com-a-tec GmbH shall apply.
- c) The terms of payment stated in the offer shall apply.
- d) com-a-tec GmbH reserves the right to charge down payments or partial payments for orders over 10,000 euros and more as well as for orders lasting for a period of 10 weeks or longer. If an order is delayed by more than one month on the part of the client due to delays in his obligation to cooperate, com-a-tec GmbH shall be entitled to issue a partial invoice for the services already rendered.
- e) If an order is cancelled by the client after it has been placed, com-a-tec GmbH shall be entitled to invoice all services and costs incurred up to the time of cancellation in accordance with the current price and fee list as well as all external costs already caused by the order.

8. Self-advertising and references

- a) com-a-tec GmbH reserves the right to attach a discreet imprint to all means of communication and publications created by com-a-tec GmbH.
- b) com-a-tec GmbH reserves the right to use the work created as a reference for self-advertising.

9. Final provision

- a) Should any provision of these General Terms and Conditions be invalid in whole or in part, this shall not affect the validity of the remaining provisions.
- b) The law of the Federal Republic of Germany applies. Place of performance and jurisdiction is Villingen-Schwenningen.