



General terms and conditions according to GWA - the leading association of communication agencies

1. Validity

The following General Terms & Conditions of Business apply to all orders. Conflicting terms and conditions on behalf of the Client shall form no basis of any contract.

2. Presentation

No items of work or other services presented or supplied by ourselves for the purpose of concluding contract, whether protected by copyright or not, may be used, wholly or in part, without our prior permission. This shall also apply to their use in amended or adapted form and to any use of the ideas on which such items of work or services are based, unless these are already represented in the Client's previous advertising. Acceptance of a presentation fee shall not be taken to imply any consent to use our items of work or services.

3. Handling of orders

3.1 Minutes of meetings as supplied by ourselves shall be binding unless the Client disputes immediately upon receipt of said Minutes.

3.2 Drafts, electronic files and other materials (including negatives, models, original illustrations etc.) which we produce or cause to be produced by way of fulfilling contract shall remain our property. There shall be no duty of surrender. We shall have no obligation to store such items.

3.3 In the case of cancellation of running projects, all costs incurred up to the date of cancellation will be borne by the Client. Costs will be based on timesheets as a measure of agency effort, and case specific invoices of Third Parties.

4. Orders to Third Parties

4.1 We shall be entitled to carry out the work with which we have been commissioned, either by ourselves or through Third Parties.

4.2 We shall be entitled to issue orders in the Client's name for the production of advertising which we are contracted to supply. The Client hereby explicitly grants an appropriate power of attorney.

4.3 We shall issue orders to advertising media in our own name and on our own account. Should we claim bulk discounts or CWD rates, and should the conditions for such discounts or CWD rates fail to be fulfilled, the Client shall receive a supplementary charge which shall be payable immediately. We accept no liability for negligent or unsatisfactory performance by advertising media.

5. Delivery, delivery dates

5.1 Our duties of supply shall be fulfilled on dispatch of the items of work and services in question. The Client shall bear the risk of transfer (e.g. damage, loss, delay), irrespective of the medium used for transfer.

5.2 Delivery dates shall only be binding if the Client has fulfilled all duties of co-operation (e.g. provision of documents, release) which he may have.

5.3 No drafts or models which we supply shall be binding in the design of their colour, pictorial illustration or sound until we have confirmed in writing that their realisation is possible.

5.4 Inspections by way of competition law shall only be undertaken if this is explicitly agreed.

6. Terms of payment

6.1 Agreed prices are net, to which VAT shall be added at the current valid rate. All social-security payments for self-

employed artists, customs duties or other charges which may arise subsequently shall be borne by the Client.

6.3 When placing advertising, the list prices of the advertising medium valid on the day of publication shall be binding.

6.4 Our invoices are payable strictly net within ten days following invoice date.

6.5 We reserve ownership of all documents and other items supplied until full payment of all invoices relating to the order. Rights to our performances, particularly those of copyright usage, shall pass to the Client only upon full payment of all invoices relating to the order.

7. Rights of use

7.1 Upon payment of all invoices relating to the order, we shall transfer to the Client all rights of use required for the utilisation of our items of work and performances to the extent that has been agreed for the order in question or to the extent implied by such circumstances as we know of said order. In case of doubt we shall fulfill our duty by granting non-exclusive rights of use within the Federal Republic of Germany for the time during which the advertising material concerned is in use. Any utilisation over and above this, in particular that of adaptation, shall require our permission.

7.2 Should we use Third Parties to fulfill a contract, we shall acquire their rights of use to the extent set out in Clause 7.1 and transfer them to the Client accordingly.

8. Guarantee, liability

8.1 All items of work and performances supplied by ourselves must be inspected by the Client immediately upon receipt, and in any case before submitting them to any further treatment, and any defects are to be notified immediately upon discovery. Should the Client fail to make immediate inspection or notification of defects, he shall have no claim for recourse.

8.2 Should defects be present, we shall be entitled to correction twice within a reasonable time.

8.3 Claims for damages of any kind shall be excluded if we, our legal representatives or vicarious agents have acted with minor negligence. This shall not apply to infringement of essential contractual duties. In this case liability shall be restricted to typical and foreseeable damage. Further, we shall have no liability for damages vis-à-vis other businesses in cases of grossly negligent infringement of non-essential duties of contract by simple vicarious agents. Claims for damages of any kind vis-à-vis other businesses shall be restricted to the payment of typical and foreseeable damages.

9. Place of jurisdiction, applicable law

9.1 The court representing our registered office is hereby agreed upon as the place of jurisdiction for all disputes involving Clients acting as traders.

9.2 German law shall apply.

The only official version of these Terms and Conditions is the version in German. Any translation of these Terms and Conditions is for informational purposes only. In case of any discrepancies between the official German version and any version translated to a different language, the German version shall prevail. The official version of the Terms and Conditions can be found at www.me-dus.com.