

Basic Contractual Terms and Conditions | sign + b

All orders received by me are subject to the following Basic Contractual Terms and Conditions which shall be deemed to have been accepted by the Client unless immediate notification to the contrary is given.

1. Copyright and licences

- 1.1 Any order awarded the Designer shall be deemed to be an order for copyright work to be used under licence.
- 1.2 All designs and final drawings are subject to the Copyright Act. The provisions of the Copyright Act shall apply even if the level of creative content required by section 2 Copyright Act [§ 2 UrhG] is not attained.
- 1.3 The designs and final drawings must not be changed either in the original or in reproduction without the express consent of the Designer. Any imitation in whole or in part is prohibited. Any infringement of this rule shall entitle the Designer to demand payment of a penalty in the amount of double the agreed fee for the work. If no fee has been agreed on, the usual fee in accordance with the collective bargaining agreement for design services SDSt/AGD shall apply.
- 1.4 The Designer shall grant the Client the necessary licences for the envisaged purpose. In the absence of any agreement to the contrary only a standard licence will be granted. Any transfer of licences to third parties shall require an agreement in writing. The licences shall not be valid until the fee has been paid in full.
- 1.5 The Designer is entitled to be credited as author of the work on all reproductions of the work. Any infringement of this right shall entitle the Designer to compensation. In the absence of evidence substantiating a higher claim the amount of the compensation shall be 100% of the agreed fee or the usual fee in accordance with the collective bargaining agreement for design services SDSt/AGD. The Designer's right to claim higher compensation on production of suitable evidence remains unaffected.
- 1.6 Proposals of the Client or his employees or associates shall have no influence on the amount of the fee or substantiate joint copyright.

2. Fee

- 2.1 Designs and final drawings together with the granting of licences constitute a single service. In the absence of any other agreement the fee shall be in accordance with the collective bargaining agreement for design services SDSt/AGD. Fees are billed net and are subject to VAT at the current rate.
- 2.2 If only designs and/or final drawings are supplied without licences being granted no licence fee shall be charged.
- 2.3 If the designs are used at a later date or to a greater extent than originally envisaged the Designer shall be entitled to bill the fee for use in arrears or demand payment of the difference between the originally paid fee and the higher fee.
- 2.4 The production of designs and all other services performed by the Designer for the Client shall be billed for in the absence of any express agreement to the contrary.

3. Due date for payment

- 3.1 Payment of the fee shall be due on delivery of the work. The fee is payable without any deductions whatsoever. In the event of the work being accepted in parts, payment for each part shall be due on acceptance of that part. In the event of an order extending over a lengthy period or requiring high financial outlay on the part of the Designer, payment of the fee shall be in appropriate instalments of 1/3 of the total fee on award of the order, 1/3 on completion of 50% of the work and 1/3 on final completion and delivery.
- 3.2 In the event of default of payment the Designer shall be entitled to demand interest on the outstanding sum in the amount of 4% over the base rate of the European Central Bank. Claims for higher compensation substantiated by appropriate evidence remain unaffected.

4. Extra services, ancillary and travel expenses

- 4.1 Extra services such as the revision or alteration of final drawings, review of manuscripts or supervision of printing shall be billed for separately on an hourly basis in accordance with the collective bargaining agreement for design services SDSt/AGD.
- 4.2 The Designer shall be entitled to commission any outside work necessary to fulfilment of the order on behalf of and for the account of the Client. The Client undertakes to authorise the Designer to do so.
- 4.3 In the event of contracts for outside work being concluded on behalf of and for the account of the Designer, the Client undertakes to hold the Designer free of any liabilities arising from the contract, including in particular the costs arising therefrom.
- 4.4 Outlay for ancillary technical costs, in particular for special materials, the production of models, photographs, progress records, reproductions, typesetting and printing etc., shall be refunded by the Client.
- 4.5 Travel and subsistence expenses incurred in connection with an order with the prior approval of the Client shall be refunded by the Client.

5. Retention of title

5.1 Licences may be granted for designs and final drawings but no rights of ownership are granted.

5.2 Originals must accordingly be returned undamaged after an appropriate period of time in the absence of any express agreement to the contrary. In the event of loss or damage, the Client must pay the cost of restoring the originals. Claims for further compensation remain unaffected.

5.3 The dispatch of finished work and drafts shall be at the expense and risk of the Client.

5.4 The Designer is not obliged to surrender computer files or layouts to the Client. If the Client requires the surrender of computer data, this shall be subject to a separate agreement and fee. In the event of the Designer providing the Client with computer files, these may only be altered with the prior consent of the Designer.

6. Proof reading, supervision of production and specimens

6.1 Proofs must be submitted to the Designer prior to reproduction.

6.2 Any supervision of production by the Designer shall be the subject of a separate agreement. If the Designer undertakes to supervise production he shall be entitled to make all necessary decisions and issue the appropriate instructions at his own discretion. He bears liability only for intent or gross negligence on his own part.

6.3 The Client shall provide the Designer with 10 to 20 perfect, unfolded specimens of all reproduced work free of charge. The Designer shall be entitled to use these specimens for his own advertising purposes.

7. Liability

7.1 The Designer undertakes to carry out the order with the greatest possible degree of care and diligence and, in particular, to treat original documents, films, displays, layouts etc. with due care. In the event of loss or damage, he bears liability only for intent or gross negligence. No compensation in excess of the value of the material itself shall be payable.

7.2 The Designer undertakes to select and supervise his servants with due care. Beyond this he bears no liability for his servants.

7.3 The Designer's sub-contractors for necessary outside work shall not be deemed the servants of the Designer. He bears liability only for intent or gross negligence on his own part.

7.4 The Client's approval of drafts, final versions or final drawings shall constitute his acceptance of responsibility for the correctness of the texts and graphics.

7.5 The Designer bears no liability whatsoever for drafts, texts, final versions or final drawings approved by the Client.

7.6 The Designer bears no liability for the permissibility or eligibility of the work for registration under the laws governing restrictive practices and trade marks.

7.7 Complaints of any kind whatsoever must be made in writing to the Designer within 14 days of delivery of the work. After this period the work shall be deemed to have been accepted as free of defect.

8. Creative freedom and original documents

8.1 The Designer shall have creative freedom in the execution of all orders. Any complaints regarding artistic execution shall be disallowed. The Client must bear the extra cost of any changes he requires to be made during or after production. The Designer reserves the right to charge a fee for work started.

8.2 In the event of execution of the order being delayed for reasons for which the Client is responsible, the Designer shall be entitled to demand an appropriate increase of the fee. He shall also be entitled to claim compensation in the event of intent or gross negligence. Further claims for compensation for delay shall remain unaffected.

8.3 The Client gives his assurance that he is authorised to use all the original documents he supplies to the Designer. In the event of his not possessing such authorisation, he shall hold the Designer free of any claims for compensation by third parties.

9. Final provisions

9.1 The place of performance of the contract is the domicile of the Designer.

9.2 Should any one of the above provisions be unenforceable, the enforceability of the remaining provisions shall not be affected thereby.

9.3 The contract shall be governed by the laws of the Federal Republic of Germany.