

## General Terms and Conditions (GTC)

### 1. Scope

The agency develops and provides consulting, creative, and implementation services in the field of communications on behalf of its Clients. The following General Terms and Conditions ("GTC") apply to all services and deliveries provided by ALBERT BAUER COMPANIES GMBH & CO KG (hereinafter referred to as the "Contractor") on behalf of third parties (hereinafter referred to as the "Client"). These GTC are an integral part of the order or contract concluded with the Client. Any deviating terms and conditions of the Client as well as amendments and additions to these GTC are only valid if and to the extent that they have been accepted in writing by the Contractor. This also applies if the Contractor has not expressly objected to the Client's terms and conditions of business and/or delivery.

### 2. General cooperation

- 2.1. The Contractor always provides its services within the framework of a specific order from the Client, based on briefings that are handed over and explained to the Contractor by the Client. The order and, if applicable, the briefing constitute the binding basis for the Contractor's work. If the briefing is given verbally, a contact report shall be prepared, which then becomes the binding working document.
- 2.2. The Contractor and the Client shall always work together in a spirit of trust and shall immediately inform each other of any deviations from the agreed procedure or doubts about the correctness of the other party's approach.
- 2.3. The Contractor shall retain all documents and data belonging to the Client for a period of two years after completion of the respective order and shall then make them available to the Client upon request. The request for disclosure must be made in writing or in text form. After the two-year period has expired, the Contractor is entitled to destroy the documents or delete the data. Further storage may be agreed on the basis of a paid archiving contract.

### 3. General cooperation duties of the Client

- 3.1. The Client shall provide the Contractor with all market, production, and sales figures, product information, and other information necessary for the Contractor to perform the respective order. The Contractor may rely on the accuracy of this information.
- 3.2. Insofar as this is necessary for the proper execution of an order placed, the Client shall inform the Contractor in good time about planned measures and the available budgets, as well as about any changes. Instructions to the Contractor shall be given by letter, email, or personal or telephone briefing. If the Client's instructions are given in the context of a personal (on-site or, for example, via video call) or telephone briefing, the Client shall be required to put the instructions in writing.
- 3.3. The Client shall issue its approvals in good time so that the Contractor's workflow is not impaired, and it is able to perform follow-up work on time and without additional costs or quality losses. The Client shall be responsible for delays due to late approvals and shall bear the additional costs incurred.

#### **4. Scope of services, delivery time, place of performance**

- 4.1. The specific scope of services for an order is determined by the individual contractual agreements and these GTC, which are incorporated into the respective contractual relationship.
- 4.2. If the delivery or handover dates and delivery or acceptance periods are exceeded, the Client shall be notified by the Contractor, stating the reasons and the estimated duration.
- 4.3. The running of deadlines shall be suspended if, after the order has been placed, the Client requests changes that result in a significant rearrangement of the schedule for the order in question. The Contractor shall notify the Client of this and agree on a new deadline with the Client.
- 4.4. Delivery delays due to a lack of cooperation or incorrect, incomplete, or subsequently changed information on the part of the Client shall result in a reasonable extension of the agreed delivery times. This shall also apply if the Contractor takes over accounts (e.g., social media accounts) from the Client as agreed in order to provide the services offered and the setup there does not meet industry standards.
- 4.5. If a service meets the requirements communicated by the Client to the Contractor, but the Client nevertheless subsequently requests changes to it, these are not covered by the scope of the order. Such changes will be invoiced separately on the basis of a further offer.
- 4.6. If the Client's accounts, which the Contractor uses as agreed to provide its services, are blocked and/or the Client deactivates a communication/advertising measure on its own responsibility, the Contractor's agreed services shall nevertheless be deemed to have been provided up to that point in time. The Contractor's entitlement to remuneration remains unaffected by this.
- 4.7. The place of performance is the Contractor's registered office, unless otherwise specified in the order. Delivery shall be carried out by the Contractor at the expense and risk of the Client.

#### **5. Acceptance, complaints, delivery**

- 5.1. If the respective order is subject to the law on contracts for work and services within the meaning of Sections 631 et seq. of the German Civil Code (BGB), the services provided by the Contractor must generally be accepted by the Client.
- 5.2. The required acceptance process begins with the handover of the services to the Client, which the Contractor considers to be ready for acceptance. The Client carries out a (functional) test of the service provided on the basis of the project objective/service description. If the services provided by the Contractor meet the specifications of the respective order, the Client accepts the services. Acceptance may not be refused on grounds of taste (disliking), provided that the services meet the requirements communicated by the Client to the Contractor in the briefing.
- 5.3. Unless otherwise agreed, the declaration of acceptance shall be made immediately after completion of the inspection procedures, but no later than five working days after handover, unless the nature of the service indicates that a longer acceptance period is appropriate. In

this case, this appropriate acceptance period shall apply. The burden of proof for a longer acceptance period shall be borne by the Client. If, after the expiry of the deadline, the Client does not declare within a further five working days that it will not accept the services, specifying an existing defect, the services rendered shall be deemed to have been accepted. Acceptance cannot be refused on the grounds of minor deviations. If social media assets are prepared and used by the Contractor, these social media assets must be checked and accepted immediately after transmission to the Client, unless the parties agree on a different process. The Client must immediately check the delivered services for compliance with the contract and, if a defect is found, notify the Contractor immediately. If the Client fails to do so, the final service result shall be deemed accepted in such cases.

- 5.4. Any refusal to accept delivery must be justified by means of a list of defects. The list of defects must be drawn up in writing or in text form. The Contractor shall carry out all corrections on the basis of this list of defects in order to achieve full acceptance.

## **6. Changes to services**

- 6.1. Changes to the scope of services specified in the order ("change requests") are generally possible at the request of the Client.
- 6.2. The Contractor shall examine the feasibility of the changes and inform the Client of the possible effects on the specified cost and time schedule of the project. If the Client agrees to the new service parameters, the Contractor shall implement the new scope of services.
- 6.3. If the Client requests changes or additions, separate remuneration shall be paid for the additional work involved for the Contractor.
- 6.4. If the parties cannot agree on the change to the original order, the originally agreed scope of services shall remain unchanged.
- 6.5. The Client shall bear the expenses and costs incurred by the change request.

## **7. Agile project management**

- 7.1. The parties may agree on an agile approach (e.g., Scrum) for the implementation of a project. In this case, notwithstanding the other provisions, instead of a scope of services that is fully defined in advance, the parties shall agree on a product-related objective, the specific requirements of which shall be developed iteratively during the course of the project and recorded in the form of a product backlog.
- 7.2. The Client undertakes to appoint a competent contact person (product owner) who is available to the Contractor on an ongoing basis for coordination, sets priorities, and carries out partial acceptances.
- 7.3. After each sprint or iteration, the Contractor presents a working increment of the web application. This is considered accepted by the Client unless significant defects are reported in writing within three (3) working days of presentation.

- 7.4. Changes or extensions to the scope of services can be made informally by mutual agreement in the agile process by adjusting the backlog; a separate amendment agreement is not required in this respect.
- 7.5. Unless otherwise agreed, remuneration shall be based on time and materials according to actual expenditure or in predefined sprint flat rates.
- 7.6. Insofar as individual provisions of these GTC contradict the agile approach, they shall be replaced by the above provisions.

## **8. Price, invoicing, payment**

- 8.1. The remuneration agreed upon by the parties is binding and includes the services provided by the Contractor. Any reduction in expenditure shall be to the benefit of the Contractor and shall not result in a reduction in the agreed remuneration.
- 8.2. Travel expenses incurred by the Contractor in the course of fulfilling the order shall be borne by the Client, insofar as these trips were part of the agreement or necessary for the provision of services.
- 8.3. The Client shall bear, and the Contractor shall be entitled to charge to the Client, any taxes, duties, customs charges, collecting society fees/levies (e.g., VG Wort, GEMA), copyright-related remuneration and/or other remuneration in connection with the grant or exercise of rights, as well as artists' social security contributions/levies (Künstlersozialabgabe), even if such amounts are assessed or imposed retrospectively.
- 8.4. Unless otherwise agreed in writing, all invoices issued by the Contractor are payable within fourteen (14) days of receipt.

## **9. Rights of use (rights of the Contractor, rights of third parties, buyouts, self-promotion rights)**

- 9.1. If copyrights or other legal rights exist in relation to the services provided within the scope of the order, the scope of the rights of use to be transferred or granted by the Contractor to the Client in relation to the Contractor's work results – regardless of their legal protectability – shall be governed by the respective agreement in each individual case and, in all other respects, by the provisions of Section 31 (5) of the German Copyright Act (UrhG).
- 9.2. Any work results that are rejected by the Client or not cleared for implementation (including, in particular, ideas, concepts and drafts) shall remain the Contractor's property in terms of all rights, licences and permissions to use and exploit them. The Contractor may freely use, exploit and dispose of such work results.
- 9.3. Rights of use shall only be transferred to the Client in full after the Client has paid the Contractor in full for the respective service.
- 9.4. Unless otherwise agreed or provided for in these General Terms and Conditions, any further transfer (assignment) or sublicensing by the Client to third parties of the usage rights granted to the Client shall, to be effective, require the Contractor's prior written consent. This shall not

apply to any assignment or licensing to the Client's subsidiaries or affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) within the same corporate group, nor to the Client's distribution partners.

- 9.5.** Copyright usage rights and neighbouring rights in third-party contributions (e.g., by models, photographers, directors, etc.) shall be acquired in accordance with the Client's specifications. Where agreed, such rights may also be acquired in the name of and for the account of the Client. The Contractor shall inform the Client if stock materials/content (e.g., from image agencies or similar providers) are intended to be incorporated into the work results. In that case, the parties shall mutually agree on the intended use of, and the licensing arrangements for, such stock materials/content. Any (usage) rights in such stock materials/content shall be used for the Client and/or (sub-)licensed to the Client strictly within the scope and subject to the licence terms and conditions stipulated by the respective provider at the time the licence is obtained.
- 9.6.** After handing over the work results, the Contractor does not continuously check whether and when which rights of use expire and therefore does not point this out. It is the sole responsibility of the Client to manage the licenses accordingly.
- 9.7.** Unless expressly approved separately by the Contractor, work results may not be used for training in connection with machine learning processes and/or for training AI models or for technologies intended to identify natural persons.
- 9.8.** If the Client intends to use the work results provided by the Contractor outside the agreed contractual area, after the expiry of the rights of use, or for purposes other than those agreed, it shall agree a separate buyout fee with the Contractor for this. If this agreement is not reached, a buyout fee of 5% of the placement costs or the value of the advertising material shall be deemed to have been agreed. The Client shall provide the Contractor with evidence of the scope of use in this regard upon request.
- 9.9.** The Contractor is permitted to use its work results or excerpts thereof for the purpose of self-promotion and participation in competitions in the advertising industry without restriction in terms of time or location and free of charge, provided that this does not affect the Client's confidentiality interests.
- 9.10.** Each party retains all rights, titles, and interests (including all property rights) in its retained intellectual property. "Retained intellectual property" consists of the concepts, data, designs, developments, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technologies, tools, and other intellectual property of each party, as well as licenses or other rights of third parties to use the aforementioned rights that exist prior to the effective date of this agreement or do not constitute elements of the work results.
- 9.11.** The Client grants the Contractor all rights of use that the Contractor requires in order to use the material supplied by the Client, regardless of its nature (e.g., drawings, images, graphics, fonts) ("Client material"), within the scope and for the fulfillment of the respective project. The Client guarantees that it has the necessary rights.
- 9.12.** With regard to the Contractor's own pre-existing materials, such as concepts, data, designs, developments, documentation, drawings, hardware, improvements, information, inventions,

methods, processes, software, techniques, technologies, tools and similar items, which have not been created specifically for the Client and which are incorporated into the work results (the "Contractor Standard Materials"), the Client shall be granted a non-exclusive licence (right to use) to the extent necessary to achieve the respective contractual purpose. The Contractor shall be and remain entitled to continue to use the Contractor Standard Materials at its sole discretion. The Client may transfer or sublicense the Contractor Standard Materials only in accordance with these GTC and/or the relevant engagement and only to the extent necessary for the contractual use of the work results. The grant of the licence is subject to the condition that the Client has paid the Contractor in full the remuneration payable under the relevant engagement for the creation of the work results, which is due and not subject to any rights of retention, set-off or other defences. The Contractor shall inform the Client prior to incorporating any such Contractor Standard Materials into the work results and shall coordinate and agree the next steps with the Client.

- 9.13.** The Contractor grants the Client non-exclusive rights of use in return for payment of the agreed remuneration for any standard third-party software to be provided, including the associated documentation ("Standard Third-Party Software"). The scope of these rights and, where applicable, their sublicensability and/or transferability shall be determined by the respective purposes of the respective order for which the third-party standard software is used and the applicable license terms of the third party. All rights to such third-party standard software provided by the Contractor shall remain with the respective rights holder, unless they are granted.
- 9.14.** The Contractor is authorized to use so-called free software ("open source components"). The type and scope of licensing shall be in accordance with the applicable license terms.
- 9.15.** Except for self-promotion within the meaning of Section 9.9, the Contractor shall only use all motifs, materials, and other documents, etc., produced for the Client, information about the Client, and protected trademarks and other industrial property rights of the Client for purposes other than those specified in the order with the Client's consent.

## **10. Use of generative AI systems**

- 10.1.** Generative AI systems within the meaning of these GTC are all software applications that primarily generate products by automatically transforming user input ("input") into other products ("output") on the basis of AI modeling (such as ChatGPT, Midjourney, Suno.AI, Adobe Firefly, etc.). If (sub)functions are integrated into a software application (currently, for example, in Adobe Photoshop) that generate output in this way, these (sub)functions are considered a generative AI system. The use of the remaining software application remains unaffected by these provisions.
- 10.2.** The Contractor may use generative AI systems in the provision of services. At the customer's request, the Contractor will examine whether and to what extent the use of AI applications can be dispensed with. Dispensing with AI applications may have an impact on the calculation, timing, and feasibility of the service components. In this case, the parties shall adjust the contractual relationship by mutual agreement.
- 10.3.** The parties agree that any output generated by means of such generative AI systems (the "Output") is generally not protected by copyright or neighbouring rights and that, accordingly,

no copyright licence / usage right can be granted that would enable the Client to exclude third parties from using the Output. The Contractor shall grant the Client any copyright licences / usage rights in the Output only to the extent (if any) the Contractor itself acquires such rights in the Output generated in this manner and, where applicable, as subsequently edited or otherwise processed. The Client acknowledges and agrees that providers of generative AI systems may, where applicable, be granted a non-exclusive licence in the Output, e.g. for training purposes. Prompts do not constitute work results and shall not be delivered to the Client. Source code generated with the aid of AI systems may be re-used by the Contractor without restriction, provided that such re-use does not infringe any copyright entitlements / usage rights in the software that the Client has received as work results.

- 10.4.** The assessment of whether the work results created with the help of generative AI systems are suitable and can be used for the contractually intended purpose is the sole responsibility of the Client. The Contractor will provide the Client with appropriate support in this assessment.
- 10.5.** The Contractor shall explain whether, and to what extent, any Output has become part of the work results. The Client shall decide whether, and in what manner, it shall be disclosed to viewers/users of the work results that such work results were created with the assistance of generative AI systems. Any costs incurred for subsequently labelling the work results as AI-generated shall be borne by the Client.
- 10.6.** The Contractor shall use generative AI systems with the diligence of a prudent businessman. The Contractor shall ensure that employees and subcontractors who use generative AI systems in the course of providing services are sufficiently familiar with the specific risks of the respective generative AI system and use these generative AI systems in accordance with the contract. Employees will be trained to avoid possible infringements of intellectual property rights. However, the Contractor shall not be liable for any infringements of intellectual property rights resulting from the fact that the underlying AI models may have been trained with the intellectual property of third parties. The Contractor shall not be liable for ensuring that the contractual use of the AI-generated output is permissible under competition or personal rights law or that the use of the generated output does not infringe the intellectual property rights of third parties if and to the extent that such infringements are based on AI-generated elements and the Contractor has otherwise fulfilled its obligations under these GTC and, if applicable, other agreements. Unless otherwise agreed, the Contractor's liability in this respect is excluded. If the Client decides not to disclose that the respective work results have been generated with the aid of generative AI systems when using the work results, the Client shall assume sole legal responsibility for this. Furthermore, the Contractor shall not be liable for the providers of generative AI systems labeling the output sufficiently and in a machine-readable manner as AI-generated.
- 10.7.** The Contractor shall use the options provided by the providers of generative AI systems to protect confidential information. Where possible, the Contractor shall conclude appropriate confidentiality agreements with these providers or prevent the continued storage of information. Otherwise, the disclosure of confidential information within the meaning of these GTC and, if applicable, further agreements to providers of generative AI systems is permitted, unless

- 10.7.1. the information in question is clearly marked as information that may not be used in this way, or
- 10.7.2. it is apparent from the nature of the information in question that it may not be used in this way.

## 11. Confidentiality and data protection

- 11.1. Working documents and works, as well as all information about the other party that becomes accessible in connection with the respective order and is marked as confidential or can be recognized as confidential under the circumstances, will be treated as confidential. Section 9.5 remains unaffected. Unless otherwise agreed, the confidentiality obligation shall end one year after completion of the respective order. Confidential information shall only be disclosed to the extent necessary for the contractual provision of services.
- 11.2. This confidentiality obligation shall not apply if and to the extent that the information in question (i) are verifiably generally known or (ii) become generally known through no fault of the respective other parties or (iii) have been or will be lawfully obtained from a third party or (iv) are already known to the other party. Disclosure to authorized service providers is permitted insofar as this is necessary for the provision of contractual services. Similarly, confidential information may be disclosed to consultants, lawyers, and/or the courts, who are all bound to secrecy, if this is done for the purpose of providing information to authorities for tax or legal reasons and/or for the purpose of examining and/or enforcing claims against the other party. Section 5 of the Confidentiality Act (GeschGehG) remains unaffected.
- 11.3. If the Contractor deems it necessary, the parties will sign an additional confidentiality agreement.
- 11.4. The Contractor may use the works for its own advertising purposes or refer to the existing business relationship, provided this does not affect any legitimate confidentiality interests of the Client.
- 11.5. The Contractor may, corresponding to an agreement with the Client, issue press releases about the assignment or the works and arrange press interviews. The same applies to press photos or other communications about the assignment or the works.
- 11.6. The parties mutually oblige each other to comply with the provisions of the applicable data protection law, in particular the Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR) in their current versions. Unless expressly agreed otherwise between the parties, the Contractor processes personal data in connection with the provision of services strictly as a processor under instructions. The Client confirms that personal data transmitted to the Contractor by it or at its instigation by third parties has been collected and processed in accordance with the relevant provisions of data protection law, that the necessary consent of the data subjects has been obtained, and that the use of the data by the Contractor within the scope of the assignment placed does not violate any of these provisions or exceeds the scope of the consent given.

## 12. Liability

- 12.1.** The Contractor is liable without limitation within the scope of the statutory provisions for damages resulting from injury to life, body, or health, which are based on an intentional or negligent breach of duty or otherwise on intentional or negligent conduct on the part of the Contractor or one of its legal representatives or vicarious agents; due to the absence or loss of a warranted characteristic; which are based on an intentional or grossly negligent breach of duty or otherwise on intentional or grossly negligent conduct on the part of the Contractor or one of its legal representatives or vicarious agents.
- 12.2.** The Contractor shall be liable, limited to compensation for foreseeable damage typical of the contract, for such damage that is based on a slightly negligent breach of essential contractual obligations (i.e., obligations whose fulfillment is essential to the proper execution of the contract and on whose compliance the customer may regularly rely) by the Contractor or one of its legal representatives or vicarious agents. The limitation to the foreseeable damage typical for this type of contract also applies to other slightly negligent breaches of duty.
- 12.3.** Insofar as rental contract law applies, the Contractor's strict liability pursuant to Section 536a (1) of the German Civil Code (BGB) for defects that already existed at the time of conclusion of the contract is excluded.
- 12.4.** Within the scope of the above provisions, the Contractor shall only be liable for data loss up to the amount of damage that would have been incurred even if the Client had carried out proper, regular data backups appropriate to the importance of the data.
- 12.5.** The above provisions also apply analogously to the liability of the Contractor with regard to the reimbursement of futile expenses.
- 12.6.** Liability under the Product Liability Act (ProdHaftG) and data protection law remains unaffected.
- 12.7.** The Contractor undertakes to carry out the work assigned to it with professional and commercial diligence to the best of its knowledge and in compliance with the generally accepted principles of advertising.
- 12.8.** In all other respects, however, the Client shall be liable under competition law for the services rendered.
- 12.9.** The Contractor shall not be liable
- 12.9.1.** for advertising statements made by the Client regarding any product characteristics. The Contractor shall not be liable for the economic feasibility of designs and other work results. Nor shall the Contractor be liable for the patentability, copyrightability, trademarkability, design patentability, or other protectability of the services it provides. Within the scope of brand development, the Contractor does not undertake a final review, but will gladly arrange this for the Client at the Client's expense if the Client does not wish to carry out such a review himself.

- 12.9.2.** for any conflicts between the work results and the industrial property rights of third parties, unless the conflict was caused intentionally. The Client shall arrange for a legal review at its own expense.
  - 12.9.3.** for violations of the Client's professional law.
  - 12.9.4.** for violations of search engine guidelines, e.g., through customer reviews or link purchases without labeling them as advertising.
- 12.10.** The Contractor shall not be liable – unless caused intentionally or through gross negligence –
- 12.10.1.** for problems with the technical implementation of products and any additional costs incurred by the Client as a result,
  - 12.10.2.** for any failure to achieve the Client's targets using the agreed media budget where such failure is due to factors beyond the Contractor's control,
  - 12.10.3.** for any potential losses suffered by the Client in search engine rankings (e.g., Google Search) or on online sales platforms (e.g., Amazon) and digital marketplaces or on other relevant websites,
  - 12.10.4.** for any breaches of the advertising guidelines of online sales platforms (e.g., Amazon or similar), in particular not for breaches by third parties who, on behalf of the Contractor and with the Client's knowledge, write corresponding reviews (so-called customer reviews) for the Client in the context of product or service tests, and
  - 12.10.5.** for any measures taken by search engine operators or online sales platform operators or other operators of online marketing platforms that permanently or temporarily restrict the use of certain functions or reports of the respective services offered or operated by them. In particular, the Contractor shall not be liable for any permanent or temporary restriction or withdrawal of sales privileges or the possible cancellation of the Client's offers or their display and presentation.
  - 12.10.6.** for the quality and structure of the data incorporated into data models and dashboards created by the Contractor for the Client, or changes thereto, as well as the actions and recommendations derived from this data.
  - 12.10.7.** for the consequences of a temporary or permanent suspension of the Client's social media accounts based on the fact that the Contractor's services are being provided in accordance with the order or that previously agreed measures are being implemented.
- 12.11.** Furthermore, the Contractor shall not be liable for the actual achievement of the target values defined jointly with the Client within the framework of a campaign, which are rather to be understood as guidelines for measuring the success of a campaign.
- 12.12.** The Contractor shall inform the Client in good time of any legal risks that been identified. If the Contractor considers a legal review by a particularly knowledgeable person or institution to be necessary for the measure to be carried out, the Client shall bear the costs after consultation, unless it wishes to arrange such a review itself.

- 12.13.** The Client shall indemnify the Contractor against any claims by third parties if the Contractor has acted at the express request of the Client, even though it has informed the Client of its concerns regarding the admissibility of the advertising measures or the possibility of infringing the rights of third parties. The same applies to the admissibility of advertising the brands, goods, and/or services as well as factual statements about the Client's products and services, insofar as these originate from the Client.
- 12.14.** The Client shall indemnify the Contractor against all claims by authors and third parties entitled to ancillary copyrights pursuant to Sections 32, 32a et seq. of the German Copyright Act (UrhG), provided that such parties were engaged by the Contractor upon the Client's instruction.
- 12.15.** Indemnification shall also include the costs of necessary and reasonable legal defense of the respective party.
- 12.16.** The Contractor shall not be liable for the proper fulfillment of orders placed with third parties who are not vicarious agents of the Contractor for the performance of its obligations under the order, beyond its selection and supervision obligations. Upon request, however, it shall assign to the Client any claims for damages it may have against third parties and shall provide the Client with appropriate support in enforcing these claims.

### **13. Orders on behalf of others**

- 13.1.** The Contractor is entitled to commission third parties to perform all or part of the services within the scope of the order fulfillment or to purchase work results from these third parties.
- 13.2.** By agreement, the Contractor may, in the course of providing the services, place orders with third parties on behalf of, in the name of, and for the account of the Client. In such case, the Contractor shall not be liable for the payment of the goods and/or services ordered or for the performance of any other contractual obligations of the Client or the third party. Payment to the third party shall be made directly by the Client and not by the Contractor. The Contractor shall not be liable for the creditworthiness of the Client or the third party, which the Contractor does not verify.
- 13.3.** If the order is placed on behalf of the Contractor, the Contractor is entitled to demand an appropriate advance payment or prepayment at any time. In the internal relationship, the Contractor acts on behalf of and for the account of the Client, even if it acts externally in its own name.

### **14. Withdrawal, termination for good cause**

- 14.1.** The Contractor may withdraw from the contract or terminate the contract with immediate effect, if the proper execution of the contract is jeopardized by the fact that the Client has suspended payments not only temporarily, the Client has ceased its business operations or a significant part of its business operations, or collection measures to enforce payment obligations from the respective order have been unsuccessful.

- 14.2. A material reason for termination or withdrawal shall exist for the Contractor in particular if the Client's customer terminates the contractual relationship under which the Contractor's works are to be exploited.
- 14.3. The statutory rights to withdrawal and extraordinary termination remain unaffected by the above clause 14.1.

## **15. Limitation period, offsetting, assignment, rights of retention**

- 15.1. Claims of the Client against the Contractor are subject to a limitation period of twelve months, insofar as this is legally permissible.
- 15.2. The Client may only offset claims against the Contractor's claims if the Client's claims are undisputed or have been legally established.
- 15.3. The Client's rights arising from or in connection with the order may not be assigned without the Contractor's written consent.
- 15.4. The Client may only assert rights of retention, in particular with regard to a claim for surrender by the Contractor, in respect of undisputed or legally established claims. In the event of disagreements between the parties regarding the interpretation and execution of the contract and the evaluation of the Contractor's performance, the Client waives the right to take measures in proceedings for interim legal protection.

## **16. Consulting and creative services**

- 16.1. The nature and scope of the consulting and creative services shall be specified by the parties in the respective order.
- 16.2. Consulting services are subject to the law governing service contracts within the meaning of Sections 611 et seq. of the German Civil Code (BGB). Consulting services are all services in which the Contractor is only obliged to provide advice on a project, but not to achieve a specific result.
- 16.3. The law governing contracts for work and services applies to creative services. Clause 6 of these GTC applies accordingly.

## **17. Print and production**

- 17.1. The nature and scope of the print and/or production services shall be specified by the parties in the respective order.
- 17.2. The Contractor is entitled to request advance approval from the Client of the proof prints sent for correction and of the preliminary and intermediate products sent for correction. In this case, production will only commence after the Client has declared the material ready for printing. After the print-ready declaration or similar approval, the Client may only complain about defects that could not be detected even after careful inspection or that arose in subsequent work steps.

- 17.3.** The Client's obligations to give notice of defects pursuant to Section 377 of the German Commercial Code (HGB) remain unaffected.
- 17.4.** Minor deviations from the original are not considered defects in reproductions for all printing processes, in particular for digital templates or intermediate products without reference. The same applies to proof prints compared to the final print run.
- 17.5.** Color deviations and/or material deviations as well as changes to the scope of delivery are expressly reserved, provided that the changes or deviations are reasonable for the Client and are not considered errors. Taking into account the interests of the Client, are reasonable for the Client and are not considered defects.
- 17.6.** In cases of deviations in the quality of the material used, the Contractor hereby assigns its claims against the respective supplier to the Client for the purpose of compensation for replacement claims. The Client may only make claims against the Contractor for such deviations if and to the extent that it cannot satisfy these claims against the supplier.
- 17.7.** If, in the case of orders that reference existing intermediate products (e.g., data sets), a misprint occurs due to a mix-up of the templates, the Client's claims shall be limited to subsequent delivery of a contract-compliant print template, printing plate/form and/or a contract-compliant print within a reasonable grace period to be set by the Client.
- 17.8.** Over- or under-deliveries of up to ten percent of the order quantity cannot be objected to. The quantity delivered will be invoiced.
- 17.9.** If, at the request of the Client or for urgent reasons, documents, data records, or goods are prepared for shipment/transmission (including data transmission) to third parties and/or the shipment/data transmission to third parties takes place, this shall be done—including the preparation of the shipment/data transmission (also applies in the event of incorrect delivery or transmission)— always at the risk of the Client.
- 17.10.** In the event of review or approval after digital data transmission (e.g., of remote proofs, data records) by the Client or third parties, the end product may exhibit deviations due to different hardware, software versions, or manufacturing processes. This shall not be considered a defect in the product. A color-checked template for print approval can only be created by means of an additional digital proof, which is subject to a fee.
- 17.11.** In the event of print approval following digital data transfer, the Client bears the risk of any possible deviations.
- 17.12.** The data delivered or transferred by the Client or third parties (e.g., by email, internet, data carriers, etc.) are not subject to any obligation to verify on the part of the Contractor. The Contractor shall not bear any liability for errors in the final product that are attributable to poorly provided data. The obligation to check and back up data is the sole responsibility of the Client.
- 17.13.** The interim results (e.g., data) produced and processed by the Contractor for the creation of the contractual products remain the property of the Contractor, even if they are invoiced separately, and do not have to be handed over.

## 18. IT/technology services

- 18.1.** The nature and scope of the services in the area of IT/technology services shall be specified by the parties in the respective order.
- 18.2.** If the Contractor's service consists of creating or adapting software, the program shall be delivered on a suitable data carrier in machine-readable form together with appropriate documentation. The parties agree on the type and scope of the documentation to be created in the respective order. Unless otherwise agreed, the source code shall not be made available to the Client.
- 18.3.** Unless otherwise agreed, the Contractor warrants that the software does not contain any open source components that cause a so-called "copyleft" effect.
- 18.4.** If the software contains open source components, the Contractor shall compile a list of the open source components used. The Contractor shall ensure that all license obligations relating to the open source components have been fully fulfilled by the Contractor and that the Contractor has provided the Client with all relevant license texts and all necessary source codes as well as build scripts for each version of the delivered open source components in order to enable the Client to create a executable version of such open source components. The client, in turn, undertakes to take all cooperation actions necessary for the proper use of the open-source components.
- 18.5.** If the Contractor's service consists of creating or adapting software, the created and adapted programs shall be handed over to the Client in a testable form after a program test has been carried out at the Contractor's premises. Once the Contractor has declared that the work is ready for acceptance and all documents relating to the order have been handed over, the Client shall carry out acceptance within four weeks. If the review of the Contractor's services requires commissioning or use for testing purposes, acceptance shall only take place after the tests have been successfully completed. Acceptance shall take place when all services and criteria specified in the service description have been fulfilled and the work does not exhibit any defects that would prevent acceptance. Errors that do not significantly impair proper operation do not constitute defects that would prevent acceptance.
- 18.6.** A formal acceptance report shall be drawn up. Any rectification of defects shall be carried out within a reasonable period to be set by the Client.
- 18.7.** The agreed documentation shall be submitted no later than upon acceptance of the software. It is a prerequisite for acceptance.
- 18.8.** Assignments for programming, customization, and hardware/software rollouts are governed by the provisions of German law on contracts for work and services (Werkvertragsrecht) as set out in Sections 631 et seq. of the German Civil Code (BGB).
- 18.9.** For orders relating to the trade in hardware and the provision of software (licenses) on a permanent basis, the law governing contracts of sale within the meaning of Sections 433 et seq. of the German Civil Code (BGB) shall apply, insofar as a permanent transfer is to be achieved. The parties agree that the Contractor shall hand over the respective service to the Client and transfer ownership thereof to the Client. The Client is obliged to pay the Contractor the agreed purchase price. The Client's warranty rights for material defects are not restricted

by these General Terms and Conditions. If no permanent transfer is to be achieved, rental contract law (§§ 535 ff. BGB) or lease law (§§ 581 ff. BGB) shall apply. In addition to these General Terms and Conditions, the respective license terms of the manufacturers (such as EULA) shall apply. The Contractor will inform the Client of these license terms separately. In the event of contradictions between the respective order, these General Terms and Conditions, and the license terms of the manufacturers, the latter shall take precedence over the other agreements.

- 18.10.** Orders relating to the provision of hardware and/or software on a temporary basis (hardware-as-a-service/software-as-a-service) are subject to the provisions of the German Civil Code (BGB) §§ 535 ff. The duration of the rental period is determined by the respective order. The Client is obliged to pay the Contractor the agreed rent. In return, the Contractor grants the Client the use of the leased item. If additional profits are to be generated, the German lease law shall apply. The type and scope of the service shall be determined by the respective order. In particular, the Client and Contractor shall agree on the service levels to be provided. If and to the extent that hardware and software are provided by third parties, the service levels of the respective third party shall apply. Unless expressly agreed otherwise, the Contractor shall only provide first-level support. The Client is responsible for regularly backing up the Client data provided independently, unless otherwise agreed.
- 18.11.** Unless otherwise agreed, orders in the area of web development shall be handled as contracts for work and services. Materials provided must be of such a nature that the Contractor can use them without significant intermediate steps if the adaptation of the material is not part of the contracted services. The Client is responsible for the legally compliant design of content, e.g., with regard to the imprint, cancellation policy, privacy policy, product descriptions, etc., and for compliance with the rules of conduct and testing requirements applicable to them.
- 18.12.** For orders in the areas of maintenance, care, and support, the law on contracts for work and services shall only apply insofar as a specific success is expressly owed; otherwise, the provisions on service contracts within the meaning of Sections 611 et seq. of the German Civil Code (BGB) shall apply. Unless otherwise agreed, maintenance and servicing services include, in particular, the rectification of reported errors, the installation of necessary security updates, and minor adjustments to maintain the functionality of the subject matter of the contract. New functional enhancements or fundamental revisions are not included in ongoing maintenance; these require a separate order. The Client shall ensure that errors or anomalies in the Contractor's software are reported in a comprehensible manner immediately after their discovery. The remuneration and the exact scope of the maintenance and support services as well as of the support are based on the individual agreement in the respective order.
- 18.13.** Services in the consulting area shall be governed by the provisions applicable to a service contract within the meaning of Sections 611 et seq. of the German Civil Code (BGB).
- 18.14.** For all continuing obligations in the area of IT/technology services, a notice period of 30 days applies to the Contractor, unless the parties agree otherwise in the respective order.

## 19. Film and photo production

- 19.1.** If the Contractor carries out film and photo productions independently, the following applies:

- 19.1.1.** For film and photography productions, the Contractor shall produce the films/photos in accordance with a script/storyboard or shooting board/briefing approved or supplied by the Client, any recorded specifications from the PPM (pre-production meeting), and the Client's instructions. The latter may relate to content, artistic and technical design, and personnel issues, unless otherwise agreed. The Contractor shall obtain the necessary instructions from the Client, in particular in the event of ambiguities and with regard to questions left open at the PPM, and shall inform the Client before making any final decisions of its own. The Client shall issue these instructions in good time.
  - 19.1.2.** The items to be depicted in the advertising shall generally be provided by the Client for the purpose and duration of the film or photo production. The items shall be provided directly by the Client. The Client shall be responsible for delivery and removal.
  - 19.1.3.** In the event of cancellation by the Client after written commissioning, the costs incurred to date and the cancellation costs of individual crew members and other suppliers shall be listed in detail by the Contractor and shall be paid by the Client without delay.
- 19.2.** Services in the area of "film and photo production" are subject to the law governing contracts for work and services pursuant to §§ 631 et seq. of the German Civil Code (BGB). Clause 6 of these General Terms and Conditions applies accordingly.

## **20. Digital Marketing**

- 20.1.** In the field of digital marketing, the Contractor provides the conception, strategic planning, and implementation of online marketing measures (e.g., social media marketing, search engine marketing, email marketing, affiliate marketing) and measures in other digital channels (e.g., digital OOH). The nature and scope of the services are specified by the parties in the respective order.
- 20.2.** The Client is obliged to provide the Contractor with the material required for the provision of services (information, documents, access data, etc.) within five working days of request and to grant the necessary powers of attorney and registration approvals. For this purpose, the Client shall appoint a permanent contact person who is authorized to provide these cooperation services. The material provided by the Client must be suitable for the agreed media service, meet the technical requirements and formats, and be immediately usable by the Contractor. In the event that the services owed by the Contractor cannot be provided, cannot be provided in full, or cannot be provided on time because the Client has culpably breached the above obligations to cooperate, the Contractor's full claim to remuneration shall remain unaffected. Furthermore, the Client is obliged to reimburse the Contractor for any additional expenses incurred as a result.
- 20.3.** However, the Contractor is entitled – but not obliged, unless expressly stated in the order – to edit the material provided in order to achieve the best possible advertising usability.
- 20.4.** The Client may not make any independent changes to the campaign or interfere with the campaign in any other way without consulting the Contractor. If the Client wishes to make

changes to the current campaign, they may contact the Contractor at any time, who will take the change requests into reasonable account.

- 20.5.** The Client acknowledges that an advertising account created by the Contractor at the Client's request may not be transferable to the Client or to third parties after the end of the contract due to system requirements.
- 20.6.** The media/advertising budget specified for the campaign (e.g., for placing advertisements) shall be borne by the Client, unless expressly agreed otherwise in the individual order. The Contractor is entitled to request advance payments from the Client.
- 20.7.** If deadlines (in particular binding placement periods) are agreed for the services owed and these cannot be met due to delays for which the Client is responsible or due to delays resulting from force majeure or similar circumstances for which the Contractor is not responsible, these deadlines shall be extended appropriately.
- 20.8.** The Contractor may recommend that the Client installs so-called tracking codes in order to optimize the control of the advertising campaign. In this case, the Contractor shall specify the relevant pages for installation to the Client. The Client undertakes to regularly test the proper functioning of the codes after installation. The Client shall immediately notify the Contractor of any incorrect functioning of the codes. The Client acknowledges that data collection in this context should be anonymous or at least pseudonymized as far as possible. It is the Client's responsibility to obtain information from the respective tracking tool provider about its data protection regulations and the implications under data protection law and, if necessary, to take appropriate measures (e.g., adapting its own privacy policy on the website or the consent mechanism).
- 20.9.** In addition to the general liability provisions (Section 12), the following applies:
- 20.9.1.** The Contractor shall not be liable for damages arising from unplanned failures on the part of advertising partners. In this respect, the Contractor also does not guarantee the functionality and freedom from defects of third-party software and -platforms used.
- 20.9.2.** The Client is responsible for checking the advertising measures with regard to industry-specific competition regulations and the applicable laws. The Contractor is not liable for the content of the advertising. If there is suspicion of illegality of the advertising measures, the Contractor is entitled to interrupt the advertising campaign until the Client has provided evidence of legal compliance. The Contractor will inform the Client of the interruption.
- 20.9.3.** In the event of an engagement in the area of social media marketing (Facebook/Instagram, TikTok, etc.), the Client acknowledges that certain products/services may violate the platforms' advertising policies (e.g., counterfeit products, dangerous products, inappropriate content) and that the platforms may, in such cases, impose various sanctions up to and including full suspension/termination of access. The Client must inform itself about the platforms' advertising policies as currently in force and ensure compliance with them. The Contractor shall not assume any liability for resulting damages if the Client requests certain advertising measures that may violate the advertising policies.

- 20.10.** Unless otherwise specified in the order, if the Client wishes to independently reuse externally sourced material (e.g., image, audio, or other design material) outside of the campaign, it is obligated to pay the applicable license fees directly to the licensor. In this context, the Client releases the Contractor from any potential claims by the licensor.
- 20.11.** In the event of cancellation or premature termination of the campaign, the Contractor reserves the right to charge the Client for any costs incurred as a result. Costs charged by third parties (e.g., advertising partners) in this context will be passed on to the Client by the Contractor.

## **21. Media agency services**

- 21.1.** If and to the extent that the Contractor provides media agency services, the following provisions shall also apply:
- 21.2.** The Contractor shall provide the services specified in the respective order and in the media plan to be agreed upon; this may include the following services in particular: audio, image, and moving image content for the creation of advertising materials; media analysis, media research, competitive analysis; media strategy, consulting, planning and optimization; Media purchasing, negotiation of terms and conditions, and media implementation; media billing, payment transactions, monitoring of media performance, reporting, online tracking; meeting reports/project lists; cooperation with other creative agencies and other specialist agencies, if applicable; ad server services; media performance monitoring.
- 21.3.** The Contractor provides these services in the following media categories: digital (display, video, native); paid social; programmatic; mobile; search engine advertising (SEA).
- 21.4.** The Contractor uses the respective market standards and techniques as well as the information sources and planning and purchasing systems commonly used in the traditional and digital media sectors. These include both the Contractor's own tools and the secondary statistical material in particular from major media and market research institutes and the Media Analysis Working Group ([AG.MA](#)).
- 21.5.** The Contractor shall protect the Client with the customary care against damages and risks that may arise for the Client due to poor, delayed, or non-fulfillment of obligations by third parties, in particular the media.
- 21.6.** The Contractor purchases advertising space from media companies on behalf of the Client after approval in the respective media plan. The Contractor acts on its own behalf and for its own account in dealings with the media companies. The Contractor negotiates with the media companies with a view to achieving the best possible purchasing conditions, taking into account Client- and Contractor-related advantages such as price reductions, discounts/early payment discounts, and free volume, and considers all circumstances of the individual case, such as the total order volume, market conditions, the type of media or technologies, and the Client's budget and strategy. However, the Contractor does not guarantee the best possible purchasing conditions.

- 21.7.** The Contractor purchases applications and services from technical service providers for the Client after approval in the media plan. Vis-à-vis the technical service providers, the Contractor acts in its own name and for its own account.
- 21.8.** The Contractor and the Client are aware that media agency services are subject to constant change and adaptation to social, economic, information technology, and political developments. The parties will therefore make reasonable efforts to continuously optimize the relevant services during the term of the contract. The client will bear any additional costs incurred by performance adjustments.
- 21.9.** The type and scope of performance reports shall be specified in the respective order. If no specification is made, the Contractor shall prepare a final report after completion of the order, which shall contain data on the media costs and technical costs incurred, as well as key figures relevant to the campaign objectives, such as CPM, reach, etc.
- 21.10.** If the Contractor pays the media costs or technical costs to the media companies or technical service providers for its own account, the Client is obliged to transfer these media costs or technical costs to the Contractor in advance. The Contractor will issue advance invoices for this purpose.
- 21.11.** The Contractor shall issue the final monthly invoice after the end of the advertising period and once all billing-related documents from the media companies or technical service providers are available. Additional charges (if there is an outstanding balance in favor of the Contractor between an advance invoice and the final invoice) or credits (if there is an outstanding balance in favor of the Client between an advance invoice and the final invoice) shall be paid by the Client or reimbursed by the Contractor within fourteen (14) days of receipt of the invoice. In the event that additional charges or credit notes arise after the final invoice has been issued, the Contractor shall issue a new invoice. This additional charges or credits shall also be paid by the Client or reimbursed by the Contractor within fourteen (14) days of receipt of the invoice.
- 21.12.** If the Client cancels an order, it shall be released from the costs incurred for the placement to the extent that such costs are not charged by the media companies or technical service providers or—if an advance payment has already been made—are refunded. Any advance payments already made to the Contractor shall be refunded to that extent.

## **22. Ordering systems**

- 22.1.** If and to the extent that the Client can use digital ordering systems, this shall be done in accordance with the respective terms and conditions for these digital ordering systems. The Contractor shall not be liable for any disadvantages arising from the use of these digital ordering systems if they occur due to incorrect use by the Client or errors in the sphere of the provider of these systems.
- 22.2.** The Contractor is not obliged to offer digital ordering systems unless this is expressly agreed in the respective order.
- 22.3.** The Contractor reserves the right to change the available digital ordering systems.
- 22.4.** Should additional expenses and costs arise for the provision of these systems, these shall be borne by the Client.

## 23. Force majeure

- 23.1.** Force majeure refers to events or circumstances that prevent a party from fulfilling one or more of its contractual obligations under the contract if and to the extent that
- 23.1.1.** these events and circumstances are beyond the reasonable control of the parties and
  - 23.1.2.** were not reasonably foreseeable at the time the contract was concluded and
  - 23.1.3.** their effects could not reasonably have been avoided or overcome by the affected party.
- 23.2.** The following events and circumstances are presumed to meet these requirements: war, civil war, riots, rebellion, acts of terrorism, sabotage, trade restrictions, lawful or unlawful official acts, expropriation, explosion, fire, prolonged failure of means of transport or other infrastructure, epidemics, pandemics, natural disasters, and labor unrest. This also applies to ongoing events of the aforementioned type, insofar as the situation changes beyond reasonable control during the ongoing event and the affected party cannot reasonably avoid or overcome the effects.
- 23.3.** The affected party shall be released from its obligation to perform for as long as the force majeure persists.
- 23.4.** The Contractor may also invoke clause 20.1 if an obligation has not become impossible, but the Contractor or its Client has lost interest in the performance of service affected by the impediment to performance.
- 23.5.** If the force majeure event impairs the interest of the Contractor or its Client in the performance of service, the respective party may demand possible and reasonable adjustments to the content of the service.
- 23.6.** Instead of adjusting the contract, the Contractor may withdraw from the contract altogether.
- 23.7.** If, due to an event or circumstance of force majeure, in particular a pandemic-related development, the Contractor decides or is required to decide to cancel or suspend the services promised to the Client, the Client's primary claim for performance shall cease to that extent. Such decision shall not be deemed a breach of the contractual basis between the parties. In addition, the Client may not assert any claims for damages against the Contractor for delay, defective performance, or other costs incurred by the Client that are associated with such cancellation or suspension.
- 23.8.** If a subcontractor, vendor, supplier, or other third-party provider of goods or services engaged by the Contractor (collectively referred to as "Third-Party Providers") decides to cancel or suspend the provision of its goods, services, or obligations due to an event or circumstance of force majeure, in particular a pandemic, the Contractor shall not be liable for any delays, costs, or damages associated with the cancellation or suspension by this third-party provider.
- 23.9.** If one of the cases specified in Section 20.7 and/or Section 20.8 occurs, or if the Client itself decides to suspend or cancel an order to the Contractor due to an event or circumstance of

force majeure, in particular a pandemic, the Contractor shall make economically reasonable efforts to reduce the costs associated with such suspension or cancellation. The Client shall remain liable for all costs and fees owed to the Contractor and third-party providers for goods and services provided up to the date on which the suspension or cancellation takes effect, as well as for costs incurred by the Contractor or third-party providers prior to the suspension or cancellation, and for all costs to which the Contractor or third-party providers have committed on a non-cancellable basis.

## **24. Exit Management**

**24.1.** If the cooperation is terminated by unilateral termination by the Client, the following shall apply with regard to any potential claims:

**24.1.1.** Fees and charges arising from the commissioning of third parties shall be borne by the Client. The Contractor shall take all measures to keep the corresponding amounts to a minimum.

**24.1.2.** If, due to termination in specific case, ongoing orders that are the subject of a contract for work and services are not completed, the Contractor shall be remunerated for the services already rendered and shall receive a residual remuneration amounting to 30% of the agreed remuneration that would have been payable for the part of the work not yet performed. A special specification within the meaning of § 648 BGB (German Civil Code) by the Contractor is not required. The Contractor is entitled to provide proof that, in a specific case, a higher percentage of residual compensation applies.

**24.1.3.** If the Contractor provides services to the Client under a continuing obligation (Dauerschuldverhältnis) on a services-contract basis (Dienstvertrag) with a term longer than 6 months, and the Client terminates before half of the term has elapsed, the Client shall pay a cancellation fee (Ausfallvergütung). The amount of the cancellation fee shall be either 25% of the outstanding retainer remuneration for the remaining term of the continuing obligation or the remuneration paid to the Contractor under the continuing obligation during the last 30 days prior to the termination date. The Contractor shall have the right to choose between these options.

**24.2.** In the event of termination, the parties shall coordinate their conduct toward the press and their PR strategy in order to avoid reports that could damage the business, including those from third parties.

**24.3.** Unless the Contractor objects in writing, the Contractor is entitled to name the Client as a reference even after completion of the respective order (e.g. on the website or on social media channels). This consent can be revoked at any time without giving reasons.

## **25. Final provisions**

**25.1.** There are no verbal side agreements. Any deviating or supplementary individual contractual provisions to these General Terms and Conditions or the order placed must be made in writing to be effective and apply exclusively to the respective order. This also applies to the waiver of

the written form clause. In the case of deviating provisions in orders, the text form is sufficient.

- 25.2.** Should any provision of these General Terms and Conditions or of the order be or become invalid, this shall not affect the validity of the remaining provisions of the General Terms and Conditions or of the respective order. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The same applies in the event of a loophole.
- 25.3.** The place of jurisdiction and place of performance shall be the Contractor's registered office, unless another place is mandatorily prescribed by law. A court of first instance that would otherwise lack jurisdiction shall become competent by express or implied agreement of the parties if the contracting parties are merchants, legal entities under public law, or special funds under public law. German law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 25.4.** Where these General Terms and Conditions stipulate a written declaration, this requirement shall also be satisfied by email or telefax.

As of: January 16, 2026