

General Terms and Conditions of Business

Section 1 - General provisions and scope of effectiveness

1. These General Terms and Conditions of Business of ARTEFACTS (Sandra Grabowski, Sebastian Hageneuer; hereinafter referred to as "ARTEFACTS") regulate the conclusion, content and performance of all work and service contracts concluded between ARTEFACTS and the Principal. General business conditions or contract changing provisions of the Principal which are contrary to these General Terms and Conditions of Business or contain provisions which differ from them shall not be effective, unless ARTEFACTS agrees to those changes in writing.

2. ARTEFACTS shall set down the applicable GTCs in the offer. Any provisions in the offer which differ from the GTCs shall be explicitly marked as such. Upon the granting of the order or the acceptance of the offer, these GTCs will be deemed to have been acknowledged by the Principal.

Section 2 - The subject of the contract/Offer

1. The subject of the contract is the production and delivery of the work specified in Section 1.1 and/or the performance of other services. The contract shall be a contract for original work, unless agreed otherwise. For the use of the works and services provided, a usage right must be granted by ARTEFACTS (see Section 4).

2. Before the conclusion of the contract, ARTEFACTS shall draw up a binding offer for the performances to be rendered, the remuneration and the scope of the usage right to be granted. A contract shall only arise when the Principal confirms the placement of the order in writing, within the time limit for acceptance specified in the offer (if any).

3. Carrying out checks for possible competition law violations or other violations against third-party rights are not a part of ARTEFACTS' obligations to perform.

Section 3 - The scope and execution of the performances

1. The scope of the performances and partial deliveries shall be regulated in the contract and/or in the offer. After the completion of the order, the Principal must request from ARTEFACTS a new offer for all the changes made to the originally agreed performance scope. This also applies where the Principal wants adjustments to be made to the contractually agreed performance after it has accepted it.

2. ARTEFACTS reserves the right not to provide the desired changes or extensions once it has reviewed the feasibility, the additional expense and the consequences for the project as a whole.

Section 4 - Copyright/Granting the usage rights

1. ARTEFACTS is the creator of the contractually agreed items that it produces and of all designs and interim stages, provided that these achieve the characteristics of a work under Article 2.1 of the German Copyright Act (UrhG).

2. The scope of the usage rights to be granted shall be agreed for individual contracts on the basis of the respective offers drawn up by ARTEFACTS. Unless otherwise agreed, a simple usage right which is unlimited in terms of content, time and territory shall be granted. The granting of the usage right therefore covers the worldwide use of the works, in the form delivered by ARTEFACTS, without any time limitation, in any technical manner known at the time (e.g. the Internet, print media, etc.). A simple usage right only authorises the Principal to use the work itself in the above-mentioned or agreed scope and therefore does not authorise it to pass it on to third parties. Such passing on to third parties shall require the prior written consent of ARTEFACTS for each case where the Principal intends to pass a work on.

3. Even where exclusive usage rights are granted which also permit passing on to third parties, ARTEFACTS shall retain the right to use the works for the purpose of self-promotion.

4. The usage rights and all other rights related to the created performance shall only transfer to the Principal once the agreed remuneration has been paid in full.

5. The work produced by ARTEFACTS must not be changed by the Principal or by other third parties, irrespective of the scope of the usage rights granted. Making changes to the work or the use of or alteration of the designs shall require the prior written consent of ARTEFACTS.

6. If the works are published, ARTEFACTS must always be specified as the creator as follows, in a clearly visible manner, unless it has explicitly agreed in writing not to be named as the creator: Artefacts-Berlin.de.

Section 5 - Remuneration/Early termination of the contract

1. 50% of the agreed remuneration shall be immediately payable after ARTEFACTS has been commissioned by the Principal. Subject to an arrangement to the contrary, the rest of the contractually agreed remuneration shall be immediately due and payable after the performance has been rendered and has been accepted. In the event of default, the provisions of law shall apply.

2. Any travel and subsistence expenses which are related to the order and have been agreed with the Principal shall be reimbursed by the Principal.

3. If the contractual relationship is ended early through termination by the Principal, ARTEFACTS shall receive the agreed remuneration, provided that it is not responsible for the termination. In this context, any saved expenses or substitute orders which have been carried out or wilfully omitted must be taken into account.

4. If the termination occurs before the rendering of the performance is commenced, the Principal shall pay ARTEFACTS 20% of the agreed remuneration.

5. The Principal shall have the right to provide evidence of lower actual performances or higher outlays.

Section 6 - The fulfilment of the order/Cooperation obligations

1. The Principal must provide all the information necessary for ARTEFACTS to render the contractually agreed performances (files, documents etc.). If the necessary documents, content etc. to be provided by the Principal for the completion of the project or the commencement or fulfilment of the order are not delivered completely or in good time, ARTEFACTS shall give notification to that effect in writing and set a reasonable time limit for the Principal to fulfil the cooperation obligations which it has failed to fulfil. If the missing documents, content etc. are not delivered to ARTEFACTS within the time limit specified in the notification, ARTEFACTS will have the right to render and complete the contractually agreed performance without that missing content. The acceptance of the performance cannot be refused due to the absence of such documents, content etc. If the documents, content, etc. which were not provided are so essential for rendering the contractually agreed performance that completion is impossible or the objective of the performance cannot be achieved and it cannot be successful, ARTEFACTS shall have the right to rescind the contract, in which case Section 5.3 of this contract shall apply accordingly.

2. Any coordination with third parties which may be necessary for rendering the contractually agreed performances by ARTEFACTS must be handled by the Principal. If the Principal fails to handle such coordination, the consequences outlined in Section 6.1 sentence 2 shall apply accordingly.

3. With regard to the rendering of the performances, ARTEFACTS shall have freedom of design, both artistic, technical and with regard to craftsmanship, within the limits of the requirements laid down by the Principal. Acceptance cannot therefore be refused for reasons related to a difference in taste, particularly differing aesthetic preferences, but must be based on actual, objectively identifiable and demonstrable defects.

Section 7 - Acceptance

1. The contractually rendered performances shall as a rule be accepted immediately or, after consultation, not later than 14 days after delivery.

2. The Principal shall be obliged to accept the delivery, provided that the delivery is free of defects or any defects that occurred have been eliminated.

Section 8 - Warranty

ARTEFACTS warrants that the work delivered is free of defects. The work shall be deemed to be defective, in particular, if the agreed objective of the contract, according to the individual order placed by the Principal, cannot be achieved. In such a situation, the Principal will be able to assert the rights provided for in Article 634 et seq. of the German Civil Code (BGB).

Section 9 - Liability

1. Claims for compensation against ARTEFACTS are excluded, irrespective of the type of breach of obligation, including impermissible acts, except in the event of wilful misconduct or gross negligence. This also applies to damage to any devices, data carriers, etc. provided to ARTEFACTS.

2. If key contractual obligations are breached, ARTEFACTS shall be liable for each case of negligence, but only up to the amount of the foreseeable damage and up to the maximum amount of the value of the order.

3. Claims relating to lost profits, saved expenses, any claims for compensation of third parties or other indirect and consequential damage cannot be asserted. This also applies to damage due to events of force majeure.

4. The limitations and exclusions of liability provided for in paragraphs 1 to 3 do not apply to claims which arise due to fraudulent conduct of ARTEFACTS, liability for guaranteed characteristics, claims based on the German Product Liability Act (Produkthaftungsgesetz) or damage resulting from an injury to life, the body or health.

5. If ARTEFACTS' liability is excluded or limited, this will also apply to its staff members, employees, representatives and vicarious agents.

Section 10 - Confidentiality

1. The parties to the contract and their employees shall treat all information they obtain regarding the other party's business operations confidentially before, during and after the term of the contract.

2. After the expiry of the contract, the Parties shall continue to keep secret all facts and notices which merit confidentiality and secrecy, provided that they were not already generally known or available beforehand.

Section 11 - Final provisions

1. This contract is subject to German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

2. If the Principal is a trader in the meaning of the German Commercial Code (HGB), the place of performance and the place of jurisdiction for all legal disputes is Berlin.