



# GENERAL TERMS & CONDITIONS

## 1. GENERAL

wagemut GmbH, Burgunderstraße 31, 40549 Düsseldorf, Germany, (hereinafter referred to as wagemut) provides as a studio for clients comprehensive services such as: 3D Design, Brand Identity Design, Brand Strategy, Exhibition Design, Film & Motion Design, Graphic Design, Marketing Campaigning, Naming, Online Shop Design & Development, Photo & Content Production, Print Media, Public Relations, Signage & Environmental Graphics, UI/UX Design, Webdesign & Development.

## 2. SCOPE OF APPLICATION

2.1 wagemut provides all services from the contractual relationship with the customer exclusively on the basis of the General Terms and Conditions n a m e d below. These terms and conditions also apply to future business between the contractual partners without the need for a separate agreement.

2.2 General terms and conditions of the contracting party or third parties only apply insofar as wagemut has expressly agreed to them in writing.

## 3. CONCLUSION OF CONTRACT / EXECUTION OF CONTRACT

3.1 The contract is concluded through written acceptance of the offer made by wagemut. wagemut is bound to offers for two weeks.

3.2 Orders, changes, supplements, price and service specifications by wagemut require the written form to be legally effective. Verbally placed orders and additional agreements are only binding if they are confirmed in writing by wagemut and the contractor does not object in writing within one week after receipt of the confirmation. This also applies to contract changes after conclusion of the contract.

3.3 wagemut is entitled to transfer the contract in its entirety to a third party (transfer of contract). In this case, the contractor is entitled to terminate the contract without notice.

3.4 wagemut is entitled to use the help of third parties and to transfer rights and obligations in this respect for the execution of the contract to third parties as vicarious agents.

3.5 The contractor is not entitled to transfer, pass on or sell services provided by wagemut to third parties without the express written consent of wagemut. A refusal of consent does not justify any claims of the contractor against wagemut.

## 4. TERMS OF PAYMENT

4.1 Fees are to be paid in Euro, if not stated otherwise, and are without value added tax. This will be invoiced separately at the applicable rate according to the applicable tax regulations.

4.2 All payments are to be made to wagemut without any deductions immediately after receipt of the invoice. In case of delayed payment, interest on arrears in the amount of 2% above the respective discount rate of the European Central Bank is to be paid. This does not exclude the assertion of further damage caused by delay. Payment deadlines are considered to be met if wagemut can dispose of the amount within the deadline. Payments can be offset against other outstanding claims at the discretion of wagemut.

4.3 Offsetting with disputed or not legally established claims by the client is excluded. The same applies to a right of retention of the client insofar as it is not based on the same contractual relationship. The assignment or pledging of claims from the contractual relationship between the client and wagemut to third parties is only permitted with the consent of the respective other contractual party.

4.4 The client gives his consent to the electronic transmission of invoices and proofs of use.

4.5 The client must assert any objections against invoices from wagemut in writing within six weeks after receipt of the invoice. After expiry of the deadline, objections can only be asserted if the contractor was prevented from complying with the deadline through no fault of his own.

4.6 Until the full payment of the services invoiced, all rights (rights of use, license rights, etc.) to the services provided by wagemut remain with wagemut. The same applies to goods and delivered trades. These remain the property of wagemut until the complete payment of the purchase price.

4.7 Contracts, the calculation basis of which is time-based, are recorded and invoiced monthly, at the beginning of the respective following month of the rendered service, or after successful completion. Larger works to be realized within the scope of such contracts shall be projected in advance in coordination with the client and communicated in writing with a forecast of the time required. Only after approval of the prognosis by the client may wagemut start with the work. In case of cancellation of such a project, wagemut reserves the right to charge up to 50% of the remaining projected hours for project resolution. The time-based contract itself remains unaffected by this

4.8 Consultations, researchments and conceptual works: An initial meetups of up to one hour, with an offer placement based on this, is free of charge and will not be invoiced. Consultations, conceptual works, researchments and the obtaining of external offers are charged at the regular hourly rates.

## 5. PRICE CHANGES / PRICE INCREASE / HOURLY RATES

wagemut reserves the right to change agreed prices during the term of the contract, but not before the expiry of 4 months since the entry into force of the respective contract. Such a change comes into effect, if the contracting party does not terminate according to clause 7.3, 3 months after the end of the month in which it was communicated to the contracting party. The following hourly rates shall be deemed to have been agreed, unless otherwise contractually stipulated:

Campaign/search engine optimization EUR 119.00 hrs.  
Design (creative work) EUR 119.00 hrs.  
Development/programming EUR 119.00 hrs.  
Consulting (conceptual expert advice) EUR 119.00 hrs.  
Copywriting (SEO-optimized) EUR 119.00 hrs.  
Knowledge transfer (specialist training) EUR 239.00 hrs.  
Generative AI EUR 149.00 hrs.  
3D content creation EUR 149.00 hrs.  
3D rendering EUR 60.00 hrs.  
Travel costs EUR 0,49/km (oneway)

## 6. ACCEPTANCE

6.1 Acceptance shall only take place if agreed in writing between the parties. If an acceptance has been agreed, wagemut shall notify the client in writing of the readiness for acceptance. The acceptance is then to be carried out within a period of 5 days. It may not be refused because of such defects which do not or only insignificantly affect the functionality of the service.

6.2 If the acceptance does not take place within a period of 14 days from the notification of readiness for acceptance by wagemut for reasons for which wagemut is not responsible, the acceptance shall be deemed to have taken place upon expiry of this period.

6.3 The acceptance is considered to have taken place as soon as the contractor has used the services of wagemut.

## 7. TERMINATION

7.1 The minimum term of service and hosting service contracts is one year, beginning with the agreed date of service provision. The contract shall be tacitly renewed for a further year if and insofar as one of the contracting parties does not give notice of termination at least three months before the expiry of the agreed term. Notice of termination shall be given by registered letter. The termination may be limited to individual ordered services.

7.2 During its term, the contract may only be terminated by either party for good cause in accordance with § 626 BGB. Important reasons are in particular - but not exhaustively enumerated: the serious violation of main contractual obligations; the dissemination of data or offers by the customer with pornographic contents, contents harmful to young people or contents violating the liberal principles of the Federal Republic of Germany via the infrastructure provided by wagemut; technical obstacles not foreseeable at the time of conclusion of the contract, which make the continuation of the services impossible; if insolvency proceedings are opened over the assets of a contracting party and this is not withdrawn within a period of 30 days, or the initiation of insolvency proceedings is rejected due to lack of assets, or the respective contracting party is liquidated the transfer of the contract as a whole to a third party (transfer of contract)

7.3 Furthermore, the client is entitled to terminate the contract after notification of a unilateral price increase by wagemut by giving one month's notice in writing before the increase comes into force.

7.4 If the client wishes to terminate or rescind the contract prematurely without good cause within the meaning of Section 7.2, wagemut may agree to the termination of the contract. In this case, the client is obliged to pay wagemut a lump sum of 30% of the outstanding order value as compensation for lost profits, arrangements already made, and planning costs. Services already rendered will be invoiced additionally on a time and material basis. The client reserves the right to prove that wagemut has incurred less damage. Payments already made will not be refunded if they are covered by services rendered up to the time of termination.

## **8. SCOPE OF SERVICES**

8.1 wagemut undertakes to provide all services in the highest quality and according to the recognized state of the art.

8.2 If the provision of services by wagemut requires activities of third parties which are not within the sphere of influence of wagemut, wagemut can extend delivery times or withdraw from the contract if and insofar as the activities of third parties cannot be provided on time or properly. wagemut shall inform the contracting party of this without delay, insofar as this is possible and reasonable.

8.3 Operational disturbances caused by unauthorized or faulty use of wagemut services by the contracting party entitle wagemut to exclude the contracting party from the use of the service until the disturbance has been remedied. The relevant expenses incurred by wagemut separately for the elimination of the disruption shall be borne by the contracting party.

## **9. DUTIES AND OBLIGATIONS OF THE CLIENT**

9.1 The contracting party is obliged to support wagemut to the best of its ability in the execution of the contractual relationship. This refers in particular to the obtaining of necessary information and permits, the provision of access to the operated network facilities, the provision of the necessary and suitable premises, as well as the necessary telephone lines and power supply.

9.2 The client undertakes to take system security into account. He shall be responsible for the responsible and secure safekeeping of all confidential information, in particular user IDs, passwords or access codes. Upon request, the Customer shall change passwords, etc. without delay. If there are indications for the misuse of the user ID and / or the password, the contracting party has to inform wagemut immediately.

9.3 The customer is not entitled to hand over passwords for the use of wagemut services to third parties.

9.4 The contractor is obligated to avoid an unnecessary load of the server (for example by inadequately programmed scripts etc.). If the functionality of the server is impaired by such pages, wagemut is entitled to prevent the access of the contracting party or third parties to these pages. wagemut will immediately inform the contracting party about this and immediately restore the access after the problem has been solved.

9.5 Equipment and trades made available remain the property of wagemut and are to be returned to wagemut by the contractor immediately after the termination of the contract. This does not apply insofar as a transfer of ownership has been expressly agreed in writing between the parties.

9.6 The contractor is obliged to support wagemut in the execution of the contractual relationship. This refers in particular to the delivery of text, image, video and audio materials, which are necessary for the execution of the contract, as stipulated in the order. Unless otherwise agreed in writing, requested materials shall be delivered within 10 working days.

9.7 The client undertakes to review drafts, prototypes, wireframes or presentations received for revision without delay and to comment on them within 10 working days.

9.8 wagemut reserves the right, in the case of a delay caused by the client according to points 9.6 and 9.7, to charge a lump sum for rescheduling and replanning per overdue week. The amount of this provision lump sum shall be based on 0.5 daily rates of the respective employees assigned to the project phase.

9.9 If the client agrees to appointments with Wagemut that require prior staff planning – particularly in the context of content productions, video shoots, photo shoots, or similar on-site assignments – the client agrees to pay a flat-rate cancellation fee of 0.5 daily rates per scheduled employee in the event of a postponement or short-term cancellation (less than 72 hours before the scheduled assignment). The calculation basis is based on the daily rate specified in the offer or contract. External service providers already booked will be invoiced additionally based on the time and effort involved.

## **10. LIABILITY**

The claims of the client for damages or reimbursement of futile expenses shall be governed by this provision:

10.1 The liability of wagemut or vicarious agents shall only extend to intentional and grossly negligent breaches of duty. This does not apply to damages resulting from injury to life, body or health.

10.2 For slight negligence, wagemut is only liable if an obligation is violated, the compliance with which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). In case of a slightly negligent breach of a cardinal obligation, the liability is limited to the contract-typical, foreseeable damage and the amount is limited to the triple of the remuneration agreed between wagemut and the client.

10.3 Claims of the contracting party for compensation of indirect damage, for whatever reason, are excluded.

10.4 The liability for loss of data is limited to the typical contractual costs of restoration, which would have occurred in the case of regular and risk-commensurate production of backup copies, unless one of the conditions according to clause 10.1 or 10.2 is present.

10.5 The liability according to the Product Liability Act remains unaffected.

10.6 wagemut is not liable for the operability of the telephone / ISDN / DSL lines to its server in case of power failures and in case of failures of servers which are not within the sphere of influence of wagemut.

## 11. CLAIMS FOR DEFECTS

11.1 wagemut guarantees that all services are essentially fulfilled and correspond to the recognized rules of technology as well as are not afflicted with defects that cancel or reduce the value or the suitability for the usual use or the use assumed according to the contract. The warranty does not cover such damages and / or malfunctions, which are caused by the fact that the contractor culpably violates provisions of the existing contractual relationship or that third parties commissioned by the contractor carry out changes or processing of the services of wagemut without the written consent of wagemut.

Upon request, the contracting party will support wagemut to the best of its ability with qualified employees in the determination and elimination of errors. The costs for the determination of errors will be charged separately to the contracting party, unless the error is based on a defective performance of wagemut.

11.2 If a defect occurs in the services rendered by wagemut, wagemut will either remedy the defect within a reasonable period of time or provide the defective service again free of defects (supplementary performance)

11.3 If the subsequent performance finally fails, in particular because the defect is not remedied or circumvented despite attempts to remedy it, or the subsequent performance is unreasonably delayed or unjustifiably rejected, the client can reduce the price of this service.

11.4 Any further claims of the client, in particular for consequential damages, shall be excluded as a matter of principle. This does not apply in case of intent, gross negligence or breach of essential contractual obligations by wagemut as well as in case of injury to life, body or health.

11.5 The contracting party shall notify wagemut of obvious defects in writing or by e-mail within a period of two weeks after acceptance of the service. If the client omits this notification, his claims for defects expire two weeks after he has discovered the defect. This shall not apply in case of fraudulent intent on the part of wagemut.

11.6 Claims for damages become statute-barred twelve months after the statutory commencement of the limitation period, unless there is intent or gross negligence or liability for injury to life, body or health.

## 12. RIGHTS OF THIRD PARTIES / MARKING

12.1 wagemut is a registered trademark of wagemut GmbH. The wagemut trademark may not be used without the prior written consent of wagemut GmbH. wagemut is not responsible for the contents in particular homepage contents- provided by the customer. In particular, wagemut is not obliged to check the contents for possible infringements. The contractor guarantees that the transmitted products and files are free of rights of third parties, in particular copyrights, license rights, name and trademark rights, which restrict or exclude a use / processing according to the contractually agreed scope. The parties shall notify each other immediately if third parties claim infringements of rights. In case of an assertion of such claims by third parties, the contracting party shall indemnify wagemut from all costs and amounts of damages. In the event of a legal dispute, he shall bear all costs in this regard.

12.2 In the procurement and / or maintenance of domains, only the contracting party is authorized and obligated. In this respect, wagemut is neither responsible for the procurement of a certain domain, nor for the fact that the requested domain is free of rights of third parties. The termination of the contractual relationship between wagemut and the client does not affect the contractual relationship between the client and the domain seller. In this respect, the client indemnifies wagemut against third parties. This regulation applies accordingly to SS

certificates brokered by wagemut to the client

12.3 The contracting party is obligated to provide services, which he provides for use or to which he provides access for use, with a provider identification according to the TDG or MDStV

12.4 The client shall be obligated to clearly indicate the rights of use and property rights established by it. The relevant notices must be obvious to third parties and must be disclosed prior to access to such type of protected information.

### **13. RIGHTS OF USE**

13.1 wagemut and the contracting party agree that the rights required for the fulfillment of the contractual relationship are mutually granted or permitted for the performance of corresponding acts of use, namely to the extent that this is agreed or necessary. They will make all declarations or perform all legal acts that are necessary

13.2 The works of wagemut may only be used in the agreed type of use, for the agreed purpose in the agreed scope. In the absence of an express agreement, the purpose of the contract is only the purpose made recognizable by the client when placing the order. The right to use the work within the agreed scope shall be acquired by the client or the user upon payment of the full fee. Excluded from this are mood boards, which represent a preliminary stage or an aid in the design process, in order to visualize and communicate a certain mood or feeling. Even after payment of the full fee, the consent of wagemut is required before the transfer of granted rights of use to third parties. About the extent of the use, wagemut is entitled to a claim for information. The surrender of open files is not part of the contract.

13.3 The client agrees to allow wagemut the usage of the created services and project work, published or unpublished, for the purpose of self-promotion.

### **14. DATA PROTECTION AND CONFIDENTIALITY**

Both parties will observe the legal requirements incumbent upon them, in particular the data protection regulations valid in Germany (in particular the Federal Data Protection Act, the Telemedia Act and the Telecommunications Act) and will not process, disclose, make accessible or otherwise use confidential or personal data without authorization for a purpose other than that belonging to the respective task fulfillment. These obligations shall continue to apply after termination of this Agreement.

### **15. FINAL PROVISIONS**

15.1 Subsidiary agreements and amendments to the contract must be in writing in order to be effective. This shall also and in particular apply to any amendment of this written form requirement.

15.2 The law of the Federal Republic of Germany shall apply.

15.3 Düsseldorf shall be deemed agreed as the place of jurisdiction if the contracting parties are merchants, legal entities under public law or special funds under public law. Legal provisions regarding a deviating exclusive place of jurisdiction remain unaffected. wagemut is, however, entitled to sue the client at its general place of jurisdiction.

15.4 Place of performance is Düsseldorf.

15.5 Should a provision be completely or partially ineffective or lose its legal effectiveness later, the validity of the remaining provisions remains unaffected. If the contract contains a loophole, the same shall apply. In place of the invalid or unenforceable provisions or to fill gaps, an appropriate provision shall apply which would correspond to the will of the contracting parties and the meaning and purpose of the contract if the contracting parties had considered the point when concluding the contract.

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