

General terms and conditions

Genesis Design GmbH

Muenchner Strasse 87a, D-85221 Dachau

§ 1 Scope of application

(1) Genesis Design GmbH ("Genesis Design") provides services to its customers ("Client") exclusively on the basis of the following General Terms and Conditions ("GTC"). Genesis Design does not recognize any terms and conditions of the Customer that conflict with or deviate from these GTC, unless Genesis Design has expressly agreed to them in writing. The GTC shall also apply if Genesis Design performs the agreed services without reservation in knowledge of conflicting or deviating terms and conditions of the client.

(2) The General Terms and Conditions shall only apply to entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB) and only if nothing to the contrary has been agreed in the individual case.

§ 2 Conclusion of the contract

(1) Offers and cost estimates of Genesis Design are always subject to change.

(2) Orders placed by the client (also verbally) are binding. A contract is also concluded if Genesis Design begins with the execution of the order although agreement has not yet been reached on all points of the contract, if the client is aware of this and does not object.

§ 3 Principles of cooperation

(1) The Client is obligated to cooperate. In particular, he will provide Genesis Design with all information, documents and materials required for the execution of the order at the agreed times.

(2) The client assures that he is authorized to use all information, documents and materials handed over to Genesis Design and indemnifies Genesis against all claims for compensation by third parties (including attorney's fees and court costs) resulting from any non-authorization.

(3) The Client shall provide any necessary releases in a timely manner so as to enable Genesis Design to perform all work with which it has been commissioned smoothly and on schedule without incurring additional costs or compromising quality.

(4) If the execution of the order is delayed for reasons for which the Client is responsible, Genesis Design may demand an appropriate increase in the remuneration and assert claims for damages. The assertion of further damage caused by delay remains unaffected.

§ 4 Time of performance and type of performance

(1) Agreed performance deadlines are only binding for Genesis Design if the Customer duly fulfills its cooperation obligations (e.g. procurement of documents, granting of releases, compliance with deadlines).

(2) Genesis Design is not responsible for delays in performance due to force majeure (e.g. strike, general disruptions in telecommunications, delivery bottlenecks) and due to circumstances for which the Customer is responsible. Completion or delivery deadlines shall be extended accordingly.

(3) Genesis Design is not obligated to deliver the service results to the client as open, editable files. If the client wishes to receive such files, this must be agreed upon and paid for separately.

(4) The Customer shall bear the risk and costs of transporting data carriers, files and data online and offline.

§ 5 Freedom of design and creation; subsequent amendments

(1) Within the scope of a placed order, Genesis Design has freedom of design. Complaints regarding the aesthetic-artistic design are excluded.

GENESIS DESIGN GMBH

(2) If the client requests subsequent changes regarding the design creation or the time schedule during the execution of the contract, he has to compensate Genesis Design for any resulting additional expenses according to the time spent. Genesis Design retains the full original claim for payment for work already started.

§ 6 Copyrights and rights of use

(1) All designs, developments, elaborations, drawings and other results of the contractual services of Genesis Design are creative creations of value and are subject to copyright protection. They may only be reproduced and used with the consent of Genesis Design.

(2) Unless expressly agreed otherwise, Genesis Design grants the Client rights of use only to the final version of the result of the contractual services ("final design"). The rights of use to drafts and intermediate versions of the final design remain with Genesis Design. In addition, the rights of use are granted only to a single final design. If Genesis Design develops alternative design versions, Genesis Design retains the rights of use to all alternative versions except the only one the Client chooses. Client agrees to return or destroy/delete all non-final and/or alternate versions of a Design upon completion of a project and not to use them further.

(3) Unless expressly agreed otherwise, the rights of use shall be granted as simple rights that are unlimited in time and space, cannot be sublicensed and cannot be transferred.

(4) Not granted is the right to modify the final design in the original or reproduction, or to transfer it to products other than the one for which it was developed, i.e. to non-project applications, without the express consent of Genesis Design.

(5) Furthermore, the Client is not entitled to register the final design as an industrial property right (patent, utility model, design or trademark).

(6) The rights of use according to paragraphs 2 to 5 are only transferred to the client after completion of the project and full payment of the contractually agreed remuneration (plus expenses and costs). In case of premature termination of the contract (see §§ 11) the rights of use remain with Genesis Design.

(7) Even if exclusive rights of use are granted, Genesis Design is permitted at any time and irrevocably to use the final design in whole or in part and free of charge in all media for its own advertising. In addition, Genesis Design is in this case at any time and irrevocably permitted to register the final design in whole or in part as a property right and to participate in design competitions with it.

(8) If several final designs are the subject of a contract, the above provisions shall apply accordingly.

(9) Any granting of rights of use to the Client that deviates from the above provisions must be expressly agreed and remunerated.

(10) If Genesis Design has already published the final design prior to the conclusion of the contract, there is no obligation to delete or remove it, even if exclusive rights of use are granted to the Client.

§ 7 Ownership of Performance Results, Obligation to Return Goods

(1) Only rights of use in accordance with § 6 shall be granted for the results of performance, but no rights of ownership shall be transferred.

(2) Any originals of final Designs in physical or digital form shall be returned undamaged to Genesis Design, retransferred or destroyed, at Genesis Design's option, as soon as the Client no longer has a compelling need for them.

§ 8 Naming rights, free copy

(1) Genesis Design may request that the products for which the final design was developed be marked with its name, logo or other customary business designations. It must agree on the specific form with the Client.

(2) Genesis Design is further entitled to mention the name and logo of the Client in its advertising as a reference in a manner customary in the industry.

(3) The Client shall provide Genesis Design with a free sample copy of the commercially manufactured products that embody the final design. If the material costs for this exceed an amount of EUR 500.00, the Client shall provide Genesis Design with the specimen copy at the work delivery price less EUR 500.00.

GENESIS DESIGN GMBH

§ 9 Remuneration and terms of payment

(1) Unless otherwise agreed, the agreed total remuneration includes the consideration for the agreed design services (contractual services) and for the rights of use granted pursuant to § 6 (licensing). Genesis Design is entitled to invoice according to service phases and to demand reasonable advance payments. Amounts offered by Genesis Design are net amounts, which are to be paid plus the legal value added tax.

(2) Expenses for ancillary technical costs such as for special materials, the production of photos, models, prototypes, etc., shall be reimbursed separately.

(3) Costs and expenses for travel undertaken in connection with the order and agreed with the Client shall be reimbursed by the Client if the travel (shortest route and one-way) is to a location more than 300 km away. Travel days shall be reimbursed according to the agreed daily fee, accommodation costs in the proven amount and expenses in accordance with the maximum tax rates. Travel by train is reimbursed at the cost of a second-class ticket, air travel at the cost of a business-class ticket, and car travel at €0.8 for each kilometer traveled.

(4) Invoices are due for payment within 14 days after receipt.

§ 10 Liability

(1) Genesis Design will ensure to the best of its knowledge and belief that the final design does not infringe third-party property rights and competition law. A warranty beyond this is not assumed.

(2) Genesis Design is not liable for the protectability of the final design and/or the risk of technical manufacturability, functional reliability or economic usability of a product manufactured on the basis of the design. Genesis Design is further not liable for defects of data carriers, files and data that occur during data transport to the system of the client or his agent, except in case of intent and gross negligence.

§ 11 Termination

(1) The Client may terminate the contract at any time until the design services have been rendered in full (e.g. in the event of a project stop) without stating reasons.

(2) In addition, both parties may terminate the contract extraordinarily at any time for good cause.

(3) Cancellations must be made in writing (including scanned and/or by e-mail) to be effective.

(4) In case of termination or project stop, no rights of use are transferred to the Client, neither to partial results nor to final results of the services already rendered. All service results in the possession of the client are to be returned to Genesis Design immediately, or, if they are available to the client in digital form, to be destroyed/deleted and the destruction/deletion to be assured to Genesis Design in writing.

§ 12 Cancellation costs

(1) In the event of termination pursuant to § 12(1), Genesis Design shall receive, at its own option

(a) the pro rata remuneration for services rendered up to the date of termination plus reimbursement for expenses incurred up to that date; or

(b) a lump sum of

- 25% of the agreed remuneration, if the cancellation is made at least 4 weeks before the agreed start of the project, unless the client proves that Genesis Design has a lesser claim, taking into account other income made possible by the cancellation and saved expenses;
- 50% of the agreed remuneration, if the termination takes place after the aforementioned date, unless the client proves that Genesis Design has a lesser claim, taking into account other acquisitions made possible by the termination and saved expenses.

§ 13 Confidentiality, duties of disclosure and deletion

(1) The parties shall treat all information of the other party which comes to their knowledge in the course of their cooperation and which is not intended for disclosure to third parties as strictly confidential beyond the end of the contract and shall use it only for contractual purposes.

(2) After the end of the contract, documents and information of the respective other party which are not required for contractual purposes shall be handed over to the respective other party at the expense and at the discretion of the respective other party or destroyed/deleted.

§ 14 Customer protection - Competition

(1) The Client will not employ or directly commission employees or former employees of Genesis Design. This applies for the duration of the contractual relationship and for a period of three years after the end of the cooperation (date of the last invoice).

(2) Genesis Design is not subject to any restriction whatsoever in working on the same or similar projects of different customers.

§ 15 Final provisions

(1) There shall be no verbal collateral agreements. Amendments or supplements to the respective agreements made must be in writing in order to be effective.

(2) The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.

(3) The place of performance and jurisdiction for all disputes arising from the contractual relationship shall be Munich.