

General Terms and Conditions of Business

1. Application

1.1. The following Terms and Conditions of Business apply to all design contracts and quotations of the design agency CULTURE FORM GmbH. These General Terms and Conditions of Business become an integral part of the Design Contract that comes into being between the parties no later than at the time of acceptance of the offer/quotation or individual parts thereof.

2. Cooperation of the Client

2.1. The Client ensures that all information about the product to be designed, in particular on manufacturing, distribution and retailing, is made available to CULTURE FORM GmbH directly and without delay throughout the entire development phase.

3. Confidentiality

3.1. CULTURE FORM GmbH undertakes to maintain confidentiality about all information and documents that become accessible to it in connection with the Design Contract and not to pass on the same to third parties. CULTURE FORM GmbH will also oblige its employees and agents to protect the business and trade secrets of the Client. 3.2. The same obligations apply to the Client with regard to the business and trade secrets of CULTURE FORM GmbH. This also applies in particular to the ideas and study models brought to the Client's attention during the development phase.

4. Acceptance

4.1. CULTURE FORM GmbH mutually agrees with the Client on dates for the presentation of the individual project phases in text form or delivers the product of the project phase to the Client.
4.2. Each of the project phases must be separately accepted. Acceptance is deemed to have taken place at the latest if the Client has made no objections in text form within ten working days of presentation of the project phase or delivery of the product. Thereafter, CULTURE FORM GmbH issues the invoice and the Client pays the remuneration due.
4.3. After acceptance of a project phase, the results thereof represent the binding basis for further services.
4.4. The next project phase is approved by the Client in text form.
4.5. Reasons of taste (dissatisfaction) cannot be valid objections to the acceptance of a project phase. This does not affect the Client's right of termination.

5. Termination by the Client

5.1. The Client may terminate the Contract at any time before complete performance of the service. The Client may also terminate on grounds of taste (dissatisfaction).

If the Client gives notice of termination, CULTURE FORM GmbH is entitled to claim the agreed remuneration for all project phases. CULTURE FORM GmbH must merely allow account to be taken of the saved expenses and alternative uses based on sec. 649 sentence 2, 2nd half-sentence German Civil Code (BGB).

6. Warranty and Liability

6.1. The design content of the design product created by CULTURE FORM GmbH is based on the design work performed by CULTURE FORM GmbH. CULTURE FORM GmbH gives no assurance that the design product satisfies the minimum requirements for copyright protection and CULTURE FORM GmbH gives no guarantee that the design product possesses the novelty or individual character required by the law on registered designs. The Client is obliged to have the design product examined, under its own responsibility, for its practical suitability and safety, for its realisability, legal validity and validity by reference to the property rights of third parties as well as with regard to its saleability.
6.2. Reasons of taste (dissatisfaction) do not constitute material defects.
6.3. CULTURE FORM GmbH is liable for damages to the Client on the merits only for gross negligence or intent.

6.4. The liability of CULTURE FORM GmbH for damages to the Client is limited in terms of the amount to the remuneration paid to CULTURE FORM GmbH.

6.5. CULTURE FORM GmbH does not store the data in its archives after the project has ended and been paid for.

7. Property Rights

7.1. The design models, technical drawings, prototypes and files of CULTURE FORM GmbH are protected rights.
7.2. The design products of CULTURE FORM GmbH may only be used for the agreed type of use, for the agreed purpose and to the agreed extent. The Client acquires the right of use only after payment in full of the agreed remuneration for all phases of the project.
7.3. Imitation of the design or elements thereof is admissible only with the prior consent of CULTURE FORM GmbH. Any further transfer or licensing to third parties, respectively OEM (Original Equipment Manufacturer), of the rights of use and all existing property rights for the same also requires the prior written consent of CULTURE FORM GmbH.
7.4. A design created by CULTURE FORM GmbH may not be modified, processed, further developed or transferred to other products without prior consent.
7.5. The rights to use drafts and concepts, in particular preliminary drafts, variations, design concepts and studies of the final design product are not transferred to the Client as these rights merely facilitate the development of, and the decision-making process for selection of, the final design.
7.6. CULTURE FORM GmbH must be named as designer on all design products and representations of the design products. The wording 'Designed by CULTURE FORM' must be used.

8. Specimen Copy

8.1. CULTURE FORM GmbH reserves the right to declare the approval of the design product. To this purpose, the Client is obliged to submit the final version of the prototype or other model before the commencement of serial production.
8.2. CULTURE FORM GmbH has the right to receive a free specimen copy of the design product that has been manufactured using its design.
8.3. CULTURE FORM GmbH may publish representations of the design product created using its services as well as advertising materials referring to the same and use them for its own advertising.
8.4. After receipt of the confirmation of order, CULTURE FORM GmbH may name the Client as reference in its own advertising.

9. Place of Performance and Place of Jurisdiction

9.1. Place of performance is the registered office/ seat of CULTURE FORM GmbH.
9.2. Place of jurisdiction is the registered office/ seat of CULTURE FORM GmbH. However, CULTURE FORM GmbH is entitled to bring a complaint at the registered office/ seat of the Client.

10. Alterations, Addenda, Partial Nullity:

10.1. Alterations and addenda to the Design Contract must be made in text form. Cancellation of the text form can only be agreed in text form.
10.2. The invalidity of one or more of the above provisions does not affect the validity of the remaining provisions. The invalid provision must be substituted by one which is valid and which achieves as far as possible the economic purpose intended by the invalid provision. This requires consideration, in particular, of the property rights of CULTURE FORM GmbH.