

# GENERAL TERMS AND CONDITIONS

## 1. Scope of these General Terms and Conditions

- a. The following General Terms and Conditions apply to all legal transactions between agindi GmbH, Industriestrasse 5, 70565 Stuttgart (hereinafter referred to as the „Agency“) and its contractual partners (hereinafter referred to as the „Customer“).
- b. Any deviating terms and conditions of the Customer shall only be accepted by the Agency upon written agreement.
- c. The Agency shall provide services in the areas of design and development (e.g. UI/UX design, corporate design, video marketing, web development) and marketing (e.g. search engine optimisation, search engine advertising, social media marketing) as well as seminars/workshops. A detailed description of the services can be found in the agency's offer and service descriptions.

## 2. Preparation of Offers and Conclusion of a Contract

- a. Offers issued by the agency shall remain valid for thirty days after receipt by the customer.
- b. The contract is concluded at the latest when the order is confirmed.
- c. The customer is recommended to confirm the offer in writing, i.e. in text form by e-mail or signed offer. This facilitates legal transactions and also serves documentation purposes.
- d. If the customer changes the offer received, these changes shall only apply after written confirmation by the agency.

## 3. Terms of Payment

- a. Prices are calculated both on an order basis and on an hourly basis. The exact prices can be found in the individual offers or in the hourly price list. Additional services, e.g. after the end of the project, will be charged separately. The prices are shown in EURO plus statutory VAT.
- b. Invoices can be paid by direct debit or bank transfer. Invoiced amounts must be paid no later than thirty days after receipt of the invoice. In the event of late payment by the customer, the agency reserves the right to suspend further services until outstanding debts have been settled. The Agency also reserves the right to charge default interest of 5 or 9 percentage points above the base interest rate on the invoice amount.
- c. The customer shall be given the opportunity to make changes to the concluded order. The Agency reserves the right to charge separately for any additional expenses incurred as a result.
- d. Should there be price increases on the part of the Agency, e.g. due to increased salary costs, hardware/software costs, energy costs or procurements, the customer shall be informed of the updated price list in good time.

## 4. Liability

- a. The agency shall be liable for damages caused intentionally or through gross negligence. Liability shall be limited to the amount of the one-off order. This does not apply to damages resulting from injury to life, limb or health.
- b. The agency shall not be liable for infringements of patent, copyright and trade mark law or registrability of the materials and documents supplied in the ideas and conception process. These are intended purely for the development process.
- c. The agency cannot be held responsible for materials, documents and contents of the customer. The customer is independently obliged to check these for legal violations.
- d. Should there be a delay in the provision of services on the part of the agency, the customer may claim damages of 10% of the order expenditure. Further claims due to a delay in the provision of services are excluded.
- e. Should a delay in performance occur due to force majeure not culpably caused by the Agency, the Agency shall be granted a postponement of the delivery period to the same extent, provided that impossibility has not occurred. In this case, Clause 4.d shall only come into force after this period has expired.
- f. The client is responsible for its own content, products and services, in particular for its website or online shop. The agency shall be exempted from liability for any damages arising from content, products and services that the agency has produced for the customer. The customer shall bear the resulting costs independently. This also includes costs for legal defence.

## 5. Retention of Title

- a. The products created by the Agency shall remain the property of the Agency until full payment has been made; this shall also apply after delivery/handover.
- b. Ownership and the rights of use of all materials and documents created and handed over to the client prior to the conclusion of the contract shall remain the property of the agency. Under no circumstances may the materials and documents be passed on to third parties, and then only with the express consent of the Agency. At the Agency's request, the Client shall return the materials and documents in full and destroy any copies. This also applies to negotiations in which no contract has been concluded.
- c. Creative goods such as texts, graphics, videos, website layouts or other conceptual work created by the agency are protected by intellectual property rights, in particular copyright. The rights of use shall be transferred in full to the customer after the end of the project and payment of the last invoice.

## 6. Confidentiality

- a. The contractual contents as well as knowledge gained and in particular trade secrets shall be treated confidentially by the contracting parties. Confidentiality shall also apply beyond the termination of the contractual relationship.
- b. Confidentiality shall also apply after termination of the contract.

## 7. Naming as Reference

- a. The customer, its company (name and logo) and the services provided for the customer may be named by the agency as a reference in both online and print media for advertising purposes, subject to compliance with the agreed confidentiality clause.

## 8. Data Retention

- a. The data relating to the specific order may be stored by the Agency and processed and used for operational purposes in accordance with the statutory provisions.
- b. (The agency shall store the complete address and other data arising in the course of the contractual relationship in machine-readable form and process them automatically.
- c. All other data collected by the agency and used for other purposes are not personal data.

## 9. Term Contracts

- a. In addition to purely project-based order organisation, there are also term contracts. A term contract is a contract that is concluded for recurring services for 6 months or 12 months. If a term contract is not cancelled four weeks before the end of the regular term, its term is extended. The extension of the term contract is one additional month for a contract concluded for 6 months and two months for a contract concluded for 12 months.
- b. The mutual right to extraordinary cancellation for good cause remains unaffected. Good cause shall be deemed to exist in particular if one of the contracting parties wilfully breaches obligations arising from this contract and the interests and legal interests of the other party are significantly infringed as a result.
- c. The Agency shall have good cause if the customer repeatedly defaults on payment or fails to fulfil its payment obligation. An extraordinary reason shall also exist if proceedings are initiated against the customer for the submission of a list of assets or (preliminary) insolvency proceedings are opened against the customer's assets.
- d. In the event of premature termination of the term contract for which the customer is responsible, in particular if the agency had to terminate the contract for cause, the agency reserves the right to demand compensation. The amount of damages shall be the value that has arisen as a result of the premature termination of the contract, which is the total of the monthly invoice not paid by the end of the term. In individual cases, the customer is at liberty to prove that the damage incurred was significantly lower.
- e. The agency is also entitled to terminate the contract for good cause if the customer's websites/platforms to be managed are obviously unlawful and/or infringe the rights, in particular intellectual property rights, of third parties.
- f. The cancellation can only be made in text form or in writing. Extraordinary termination is possible without notice with immediate effect.

## 10. Final Provision

- a. These General Terms and Conditions may be amended by the Agency at any time, in particular to adapt them to legal or technical conditions. Any changes made can be viewed directly on the website. If the General Terms and Conditions are introduced into the contractual relationship with a customer, the respective customer shall be informed of the changes to the General Terms and Conditions. If the customer does not object to the changes within 30 days of receipt of the notification of change, the customer shall be deemed to have taken note of and accepted the changes. Price changes are excluded from this.
- b. The law of the Federal Republic of Germany shall apply exclusively to all legal issues arising from the contract and its fulfilment. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- c. The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship as well as its creation and validity shall be Stuttgart. Statutory provisions on mandatory exclusive places of jurisdiction shall remain unaffected by this provision.

Status and location of the General Terms and Conditions: 01.01.2024, Stuttgart