

General Standard Terms and Conditions

visionate interactive interiors GmbH

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Provider identification and information:

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Part 1 (AGB Communications Design, e-Business, Multimedia Services) Articles 2 – 14

Part 2 (AGB Industrial-, Product- and Interior Design) Articles 15 – 25

0. Preamble

Whereas visionate interactive interiors GmbH, Göttinger Chaussee 115, 30459 Hannover, hereinafter referred to as visionate, offers customers comprehensive services and products in the areas of "branding and design", "interactive media and internet", "digital film and digital imaging", and "showroom and media concepts". visionate strives to provide exemplary support and supplies and seeks to foster a spirit of co-operative collaboration.

1. Scope

Orders and quotations are subject exclusively to the following terms and conditions. Deviating provisions must be in writing. Terms and conditions of customer shall only apply if acknowledged in a separate contract. If individual provisions of these terms and conditions are invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by one which best approximates the sense and purpose of the original.

Part 1 (AGB Communications Design, e-Business, Multimedia Services)

2. Cooperation

The parties shall seek to work together in a spirit of cooperation and trust and shall reciprocally advise the other party without delay in the event of deviations from agreed procedures or in the event of doubts as to the approach of the other party.

In the event that the customer identifies that information and requirements submitted are incorrect, incomplete, not clear or non-feasible he shall advise visionate accordingly and of possible consequences without delay.

The contact persons of each party shall provide regular updates as to progress and problems in contract execution and take appropriate action to adjust the performance of the contract as necessary.

Following completion of the specified tasks visionate shall provide the customer with services as per Annex "Services/Optional services". The fees specified in the schedule refer in particular to telephone advice and e-mail queries.

3. Collaboration obligations of customer

Customer shall aid visionate in fulfilling its contractual performance. Such aid shall include in particular timely provision of information, data material, hard and software as well as participation of the customer as necessary.

Customer shall provide visionate with detailed instructions as to performance to be rendered by visionate.

Customer shall make available the necessary number of own staff having sufficient and appropriate knowledge to fulfil the needs of the contractual relationship.

In the event that customer has pledged to provide visionate with materials pursuant to fulfilment of the contract (image, audio, text etc.), customer shall provide same to visionate immediately and in a standard, immediately usable where possible digital format. Where it is necessary to convert such material provided by the customer into a different format, customer shall accept related cost. Customer shall ensure that visionate is granted all rights necessary to use such materials.

Such participation on the part of the customer shall be to customer debt. Agreed abilities and deadlines shall be extended by such time period as equals any delay caused by customer delay in performing a participation activity despite written notice or for any delays for which the customer is responsible.

Customer is prohibited for the period of the project and for a twelve month period after its completion from employing or contracting either directly or indirectly agency staff members involved in the fulfilment of the contract.

4. Third party activities

Customer shall bear responsibility of the actions of its own agents and for any third parties active in visionate's area of activities on behalf of the customer or with the assent of the customer. visionate shall not be liable to the customer if visionate cannot fulfil its obligations to the customer punctually in part or in full due to the behaviour of one such third party.

5. Performance

The agency shall provide its contractual performance based on the quotations upon which this contract is based and the specifications of such quotations. Agency has full discretion as to way and means of fulfilling its performance within a project. Agency is entitled to contract third parties to fulfil its performance obligations either in full or in part.

If the customer wishes to change the scope of the contracted visionate performance, such change requests must be made to visionate in writing. Further procedure shall be pursuant to the provisions below. In the event of change requests which can be rapidly reviewed and implemented within eight working hours, visionate may waive the procedures specified in sections 2- 5.

visionate shall review the consequences of the change request in particular with respect to payments, additional expenditures, deadlines and advise customer as to the effects of the change request on the contracted agreements. In the event that agreement is reached concerning additional performance and prices parties, shall sign a changed scope of performance in writing. Such change shall become a constituent part of the project description.

In the event that the parties cannot reach agreement or the changed procedure is terminated for other reasons, the original performance specification shall apply.

Deadlines affected by the change procedure shall be adjusted taking into account the time of review, the period of negotiation/agreement on the change request and where necessary the period of performing the change request plus an appropriate lead time. visionate shall advise customer as to new deadlines.

Customer shall be responsible for costs incurred by the change request. Costs include in particular viewing the change request, preparing change proposal, presentations and any stand-still times. Similarly any performance rendered and made redundant by the change request or requiring changes as a result shall also be remunerated. In the event that a change agreement is reached pertaining to day rates the costs just described shall be charged as such, otherwise costs shall be charged according to visionate's standard payment schedule. visionate is entitled to change or depart from the performance specified in the contract where such change or departure is in the interest of visionate and where reasonable for the customer.

6. Remuneration

The right of the agency to charge fees for individual performance commences with the contractual agreement. Agency shall invoice in instalments as follows: 1/3 upon conclusion of contract, 1/3 after presentation, 1/3 after completion of performance. Agency invoice is due 14 days after date without deductions and without charges. Goods delivered and rights of use for services provided remain the sole property of the agency until full payment. Agency is entitled to arrange invoicing of claims against the customer by a third party and also collection of accounts outstanding by third party. This applies in particular to factoring and collection by banks and similar organisations. All prices and commission agreements are subject to the valid rate of VAT.

Fee claims by the agency shall be regulated according to the price list valid at time of contract conclusion or by separate contract. This shall also apply for ancillary services by the agency. All cash expenditure incurred by the

agency above and beyond regular business requirements (e.g. courier services, postage, telecommunication fees, travel expenses, etc.) shall be paid by the customer upon presentation of receipts/verification.

Agency shall receive a flat rate payment amounting to 60 per cent of performance value for all performances by the agency agreed in the contract and which are not realised for reasons which are the responsibility of the customer. Such payment does not purchase any rights by the client over prepared concepts. Customer shall return all designs and concepts submitted to the customer within two weeks.

7. Presentations

The agency shall charge a fee for participating at and performing presentations in accordance with the hourly rate specified in the price list. This fee shall cover all personnel and material expenses incurred by the agency for the presentation as well as costs for all outsourced services. If agency does not receive an order following the presentation, all performance by the agency, in particular presentation documents and contents shall remain the property of the agency. Customer is not entitled to use such items in any way or form. Such documents are to be returned to agency without delay.

In the event that any ideas and concepts presented in the course of a presentation as solution to communication tasks are not employed by the agency in advertising materials designed by it, agency is entitled to use such presented ideas and concepts in some other way. The transfer of presentation documents to third parties, their publication, processing, reproduction or any other form of further use whatsoever is expressly prohibited without written consent of agency.

8. Ownership rights and copyright protection

All performance by agency including those arising in presentations (e.g. ideas, texts/spot concepts, ideas, sketches, preliminary designs, scribbles, artwork, photos, slides, internet pages, etc.) and individual portions thereof remain the property of the agency as do individual workpieces and design originals and may be demanded by the agency at any time – in particular upon non granting of order or premature termination of agency contract.

Payment of fee by customer only purchases right of use for the purpose as agreed and in the scope as agreed (including reproduction). Without an agreement with the agency specifying otherwise, customer is restricted to using the agency performance itself and exclusively in the territory of the Federal Republic of Germany subject to all valid license regulations and only for the period of the agency contract. Changes to agency performance by customer are only permitted with the explicit consent of the agency and – in the event that performance is copyrighted – by the agency or the copyright holder.

Any use of performance rendered by the agency over and above the originally agreed purpose requires prior consent of the agency irrespective of whether the performance is copyrighted or not. If this consent is not forthcoming, the agency and the copyright holder are entitled to claim a penalty the amount of which is specified as follows: the customer pays either (1) five times the contracted value of the respective incorrectly used performance or (2) five times the respective value of the incorrectly used performance based on visionate's

terms and conditions. In either case the higher value shall apply. If visionate suffers damages as a consequence of the incorrectly used performance irrespective of type which exceeds the value of the penalty, the customer shall be held liable in accordance with the legal stipulations also to that value in excess of the penalty. The use of the agency performance or advertising materials for which the agency has prepared conceptual or design originals shall also be subject to the consent of the agency irrespective of whether this performance is protected by copyright.

visionate is entitled to use at its own discretion all the customer's photo and film material for its own advertising purposes without having to obtain the permission of the customer for that purpose. This use shall cover both completed as well as draft work. The work may be presented to third parties and also, solely for the purpose of more detailed evaluation, be disclosed. visionate shall not be liable for inappropriate use of disclosed film or photo materials or for damages or disadvantages incurred by the customer by such display or disclosure irrespective of the legal grounds. This does not apply in the event that customer issues conditions for authorisation or has cancelled such authorisation or in the event of intent or gross negligence. Such cancellation requires the written form.

9. Identification

Agency is entitled to identify the agency and where appropriate the copyright holder on all advertising materials – with the exception of audio productions – and in all advertising activities free of charge.

10. Permission

All agency performance (in particular all preliminary drafts, concepts, sketches, artwork, print-outs etc.) shall be reviewed by customer and approved without delay. Any delays in approval shall result in corresponding delays to completion deadlines, whereby visionate shall advise customer accordingly after approval is granted.

11. Deadlines/delivery deadlines

The contracting parties shall wherever possible specify deadlines in writing. Deadlines, the non-observance of which will render one of the contracting parties in default in accordance with Article 286 paragraph 2 of the German civil code without notice (binding dates) all require written specification and be deemed binding. Delays in performance due to force majeure (e.g. strikes, lock-outs, official orders, general disruption to telecommunication systems, etc.) and circumstances over which customer has control (e.g. non-punctual provision of participation performance, delays caused by third parties the responsibility of customer) shall not be visionate's responsibility and shall entitle visionate to delay the rendering of affected services by the period of disruption plus a reasonable lead time. visionate shall advise customer of delays in performance as a result of force majeure.

In the event that an agreed deadline cannot be met for reasons falling under the scope of the agency, agency shall provide customer with timely notice. It is agreed that customer shall set the agency a reasonable second deadline, of at least 14 days, in order to complete the agreed work. Damages caused by defaults, in particular

indirect or consequent damages such as lost profits or lost interest are explicitly excluded in so far as agency has not acted with intent or gross negligence.

12. Media planning (booking advertising with advertising carriers)

Customer herewith explicitly acknowledges the general terms and conditions of the respective advertising carrier. The published advertisement or the spot to be broadcast shall be made available to the advertising carrier by the agency. If the customer does not issue a go-ahead punctually, the date of publication/broadcast will be delayed accordingly without the agency bearing responsibility. If it is agreed with the customer that invoicing shall take place directly between customer and advertising carrier then customer pledges to observe the payment deadlines of the advertising carrier.

13. Internet/web screen design

(Protection of rights) The customer bears responsibility for protecting name rights and other rights in the domain and in project material used in building the websites, this applies in particular to copyrights, mark rights, industrial property rights and performance rights, design rights, personal rights, rights and regulations of the law against unfair competition, the protection of business secrets and data protection.

Customer guarantees to the agency that it has user rights on the domain names and on project materials and indemnifies the agency from any relating claims, in particular damages and costs for legal processes arising as a result of breaches by the customer or its agents or third parties acting on the customer's behalf.

(Contents) Customer bears all responsibility for all contents published on its domain and guarantees that it is not in breach of valid laws. Customer indemnifies the agency from any relating claims, in particular damages and costs for legal processes arising as a result of breaches by the customer or its agents or third parties acting on the customer's behalf. All rights pertaining to originated files and source texts shall remain with the agency until full payment. Agency reserves the right to delete any files and source texts from customer server without warning in the event of delayed payment. In the event of disputes the rights shall remain with the agency until a judgement states otherwise.

(Internet address and storage/applies only to newly registered domains) In so far as the customer does not have its own internet address (domain) and/or storage and commissions the agency accordingly, agency shall provide customer with an internet address and storage for temporary use. The rent for such shall be as per the valid price list. Internet address shall remain the property of the agency (who is). The customer herewith irrevocably grants the agency unrestricted name rights for the internet address used irrespective of the period of the contract. The agency is not obliged to hand over or sell the domain after termination of the contract. Customer gives the agency the right to dispose over the domain for its own purposes. The property rights of the domain remain with the agency.

(Warranty) The agency warrants that it shall render the services without deficiencies and with the assured properties. Any complaints shall be made immediately and in writing to the agency. If the performance has deficiencies, the agency shall remedy same within a reasonable period. The warranty period is six months after hand-over of the performance. Both parties are excluded from claiming compensation for costs incurred in the

production of the regular performance. In the event that customer instructs third parties to remedy deficiencies without visionate's consent, such shall be at customer's own responsibility and to debt of the customer. In such case visionate's warranty obligations are waived and it is released from all liabilities arising from this contract.

(Data protection) Agency pledges to treat all customer information, access data and other data about the customer and relevant to the internet and becoming known in course of cooperation with strictest confidence and shall maintain silence to third parties in so far as third party has no urgent reason for knowing such data in order to ensure smooth cooperation (cooperation partners). If data requires transfer all cooperation partners shall be subject to this provision. This also applies after termination of contracts. Customer is aware that all parties active in the internet can in principle gain unauthorised access to data being transmitted. Customer is aware of and accepts this risk.

14. Warranty and liability

Customer shall advise of all complaints in writing with justification without delay. The agency accepts no liability for documents placed at its disposal by customer. Customer herewith expressly waives his right to recover possession.

visionate warrants performance provided by itself and not yet accepted in the sense that it shall at its own discretion partly or completely provide either improvements free of charge or replacement delivery free of charge. In the event that two improvement or replacement attempts are unsuccessful, customer is at its discretion entitled to demand reduced price or conversion.

visionate shall be liable to the customer irrespective of the legal grounds for damages caused either by itself or by its agents with intent or gross negligence.

Liability for negligence shall only be accepted respective to breach of cardinal contractual obligations. In such event liability shall be limited to such damages which may be typically foreseen. In either case liability is limited to an amount of 5 % of that part of the value of the contract for which liability has to be accepted.

visionate in particular accepts no liability and cannot be held liable for lost profits, unrealised savings, indirect damages and subsequent damages due to deficiencies. Liability for damages due to force majeure is also explicitly excluded.

visionate is not liable for the loss of data and/or programs in so far as the damages are due to the customer neglecting to perform data security routines thereby ensuring that data lost can be recreated at reasonable cost. The above provisions shall also apply in favour of visionate agents.

The agency develops its products for Browsers regarded as standard in the market at the time of contract conclusion and accepted as state- of-the-art at time of contract conclusion. Agency cannot guarantee error- free functioning on older or non- standard browsers. The agency can also not provide a guarantee that all internet pages will be permanently free of functional errors (e.g. due to program bugs or due to server failure, power failures or hardware problems over which the agency has no control.)

The customer bears responsibility for legal compliance in particular with laws regulating competition and also for any advertising activities suggested by the agency. Customer shall only approve advertising activities proposed by the agency after it has itself confirmed their legal compliance or if it is prepared to bear the risk associated with the advertising activity. The agency herewith explicitly excludes and rejects any liability for claims made against the customer due to advertising measures. In particular the agency shall accept no liability for process costs, customer's own legal counsel costs or costs from court decisions and for any and all damages claims or similar claims by third parties.

In the event that claims are made against the agency itself because of the performance of advertising measures, the customer shall indemnify the agency against such claims: customer is therefore obliged to indemnify the agency against all financial and other disadvantages and disbenefits incurred by the agency arising from claims made by third parties.

The liability clauses specified in the provisions of point 14 also apply to all and every type of web hosting / web housing contracts. Following also apply in addition to web hosting/web housing contracts:

In the event that visionate expresses a recommendation in favour of a specific web hoster and if the customer enters a contract based on such recommendation, visionate is released of any liability arising from such business relationship.

In the event that visionate enters contracts with external providers of such services under the terms of web hosting/web housing contracts with its customer, visionate shall only be liable for damages which fall under the area of responsibility of the external service provider to such an extent as party accepts liability based on its general standard terms and conditions and these can be and were exercised at reasonable expense. visionate shall advise of corresponding terms and conditions of the external service provider.

Part 2 (AGB Industrial-, product- and interior design)

15. Copyright and rights of use

Any and each order granted visionate is a copyright contract for services concerning the preparation of a design for a product, an industrial design or interior design and if appropriate shall also provide for granting rights of use to the performance.

All designs, developments, versions, drawings and other performance shall be subject to the Copyright Act. The provisions of the Copyright Act shall also apply between the parties in such cases where the necessary protection prerequisites are not specifically given. In particular visionate enjoys the copyright claims pursuant to Articles 97 ff of the German Copyright Act (URHG).

Without the explicit consent of visionate, the preparations, developments, designs and drawings may not be modified in either their original form nor as reproductions. Any emulation and/or changes – even in parts – is prohibited. Violation of this provision entitles visionate to claim a contractual penalty amounting to 200 % of the

agreed fee for the design or the regular fee pursuant to the most recent version of the fee contract for design services (SDST/AGD) as well as the fee itself.

visionate shall assign the appropriate rights of use to the customer for the individual purpose. Unless otherwise agreed, only a straightforward right of use shall be assigned. Any assignment of rights of use by the customer to third parties shall be subject to prior written agreement between the customer and visionate.

Any rights of use shall only be valid upon full payment of the fee by the customer.

visionate has the right to be named as the originator on all items reproduced and in all publications concerning the product. Violation of this provision entitles visionate to claim a contractual penalty amounting to 100 % of the agreed fee for the design or the regular fee pursuant to the most recent version of the fee contract for design services (SDST/AGD) as well as the fee itself.

Proposals, instructions and other contributions of the customer or the customer's employees and agents shall not influence the fee for the design performance. Such contributions shall, pursuant to these provisions, not represent grounds for co-copyrights.

In the event of assignment of rights of use, the designs and artwork may only be used in accordance with the agreed scope of use (with regard to time, area and content). Any use over and above the agreed scope of use (with regard to time, area and content) is prohibited. Violation of this provision entitles visionate to claim a contractual penalty amounting to 100 % of the agreed fee for the design or the regular fee pursuant to the most recent version of the fee contract for design services (SDST/AGD) as well as the fee itself.

16. Remuneration

The fee shall comprise remuneration for the designs during the various contract phases (product design draft, design development and basic aspects of implementation/realisation) and such fees as pertaining to the assignment of rights of use. Remuneration shall be pursuant to the most recent version of the fee contract for design services (SDST/AGD), notwithstanding other agreements entered into. The act of preparing designs is itself subject to fees unless otherwise and explicitly agreed. Fees shall be paid net plus the valid rate of value added tax.

17. Special services, incidental and travel expenses

Special services, comprising for example the reworking or changing of drawings etc. shall be charged according to man- hours in accordance with the most recent version of the fee contract for design services (SDST/AGD).

visionate is entitled to place orders for third party services for the purpose of fulfilling the order in the name of and to the account of the customer. The customer grants visionate all appropriate powers of attorney herewith. In so far as individual contracts concerning third party services are concluded in the name of and to the account of visionate, the customer is obligated, pursuant to their internal relationship, to indemnify visionate of all obligations and liabilities arising from the conclusion of such contracts. This indemnification applies in particular to costs.

Payments made for technical incidental expenses, in particular for special materials, for the preparation of photographs and moulds etc. shall be reimbursed by the customer.

Travel expenses and travel allowances arising in connection with the fulfilment of the contract and as agreed with the customer shall be reimbursed by the customer.

18. Payment due dates, acceptance

Unless otherwise agreed in the letter of confirmation, one third of the overall fee shall be due upon granting of order, one third upon completion of 50 % of the performance, one third upon delivery.

Acceptance may not be refused for design-artistic reasons. Order fulfilment is subject to artistic freedom. In the event of default, visionate is entitled to charge interest at a rate of 5 % p.a. above the basic interest rate of the European Central Bank. The right to assert claims for higher damages shall be unaffected by the preceding provision as shall the entitlement of the customer to document lower damages on a case- by- case basis.

19. Ownership of designs, return obligation

Only rights of use shall be granted to designs and drawings, ownership rights shall not be transferred.

Bearing the above provision in mind, originals shall, as soon as they are no longer absolutely required by the customer to exploit rights of use, be returned by latest three months after delivery, undamaged, to visionate unless otherwise explicitly agreed. In the event of damage or loss, customer shall indemnify visionate for any costs incurred in reinstating the original. This shall not affect the right to claim for higher damages.

The forwarding of work and originals shall be to the risk of and to the debt of the customer.

20. Digital data

visionate is not obligated to hand over to the customer any files, 2D/3D drafts or other data records generated in a computer. If the customer wishes to receive such computer data, this shall be subject to additional and separate agreements and payments.

In the event that visionate has provided the customer with such computer files, customer is only entitled to modify same with the previous consent of the designer.

The risks and costs of transportation of data carriers, files and data, both online and offline shall be to the debt of the customer.

visionate shall not be liable for any defects in data carriers, files or data with the exception of intent and gross negligence. visionate's liability is excluded with respect to defects to data carriers, files and data as incurred upon data import into the customer's system or customer agent's system.

21. Correction, production monitoring and product copies

Prior to any series production or implementation, visionate shall be consulted with respect to the prototype.

visionate shall only accept responsibility for production control and monitoring subject to a separate agreement. In the event that visionate accepts responsibility for production controlling, visionate shall be entitled at its own discretion to make all necessary decisions and issue appropriate instructions.

visionate shall receive from the customer five perfect product copies free of charge of any and all reproduced items. visionate is entitled to use such samples for own advertising purposes and also otherwise refer to the co-operation between visionate and the customer also when utilising the performance.

22. Guarantee

visionate is obliged to perform the contract with all due diligence, in particular to treat any samples, documents, originals etc. handed over with all appropriate care and diligence.

Any complaints of whichever kind shall be asserted in writing to the attention of the designer within 14 days of delivery of the performance irrespective of the legal guarantee period.

23. Liabilities

visionate shall be liable – in so far as the subject of liability is not otherwise regulated within the provisions of the contract – only for cases of intent or gross negligence irrespective of the legal grounds. This liability restriction shall also apply to visionate's agents. visionate shall only be liable for negligence with respect to the violation of cardinal contractual obligations. In such cases, liability is herewith excluded for loss of profits, indirect damages and subsequent damages due to deficiencies. Liability for defective performance, the general contractual guidelines for contracts concerning product design services (in the version 1 March 2002), culpa in contrahendo, and for illegal actions is also limited to the satisfaction of typical foreseeable damages.

visionate accepts no liability and grants no warranties with respect to the customer for orders placed with third parties in the name of and to the account of the customer in so far as the designer is not responsible for such selection. In such cases the designer is acting as broker only.

In so far as visionate is the direct client of subcontractors, visionate herewith assigns all claims arising due to guarantee, damages or other rights as arising from defective, tardy or non-delivery to the customer. The customer is obligated before making claims against visionate to attempt to assert the assigned claims.

The customer shall indemnify visionate against all claims made by third parties against visionate for actions for which the customer is liable or responsible pursuant to this contract. The customer shall bear all costs for any legal actions.

The release of designs and artwork by the customer shall be deemed as acceptance by the customer of responsibility for the technical and functional correctness of the product, text, image and design as well as the feasibility and practicability of production.

visionate shall bear no liability for any designs, developments, drafts, artwork or drawings released by the customer.

visionate bears no responsibility for permission in accordance with competitive trademark acts and laws, for the registered or industrial design, the viability or feasibility of the work or for the innovative nature of the product.

24. Artistic freedom and originals

In performing the contract visionate shall enjoy artistic freedom. Any complaints with respect to the artistic nature of performance are excluded. If the customer wishes or demands changes during or after production, the customer shall bear any extra costs incurred. visionate shall retain full remuneration rights for work commenced. In the event that delays arise in fulfilling the contract for reasons for which the customer is culpable, visionate is entitled to a reasonable increase in fee. In the case of intent or gross negligence, visionate is entitled to claim damages. The assertion of further going default damages remains unaffected by this provision.

The customer assures that he is entitled to use all originals transferred to visionate. In the event that the customer does not have such entitlement, the customer herewith indemnifies visionate against any claims for damages made by third parties.

25. Concluding provisions

Unless otherwise stated in visionate's letter of confirmation, place of fulfilment is visionate headquarters. Should one or several of the provisions be invalid this shall not affect the other provisions. Such provisions shall be replaced by provisions which best approximate the business intention of the invalid provision.

This contract is subject to the laws of the Federal Republic of Germany.

Court of jurisdiction is visionate headquarters in so far as legally permitted. visionate is also entitled to take legal action at the customer's headquarters.

Hannover, July 2020