

§1 Subject matter of the contract and contractual partners

- 1.1 Only the following general terms and conditions are valid for business transactions between "Assist Media Merchandising" (hereinafter referred to as "AMM") and their contractual partners (hereinafter referred to as "Customers").
- 1.2 The placing of orders with AMM constitutes the acceptance of the general terms and conditions. The general terms and conditions can be viewed at any time on the website www.media-merchandise.com.
- 1.3 Any provisions to the contrary in the general terms and conditions of the customers are hereby expressly superseded.

§ 2 Place of fulfillment and place of jurisdiction

- 2.1 The place of fulfillment and place of jurisdiction is exclusively Berlin, the location of AMM.
- 2.2 Unless otherwise indicated, the enforcement of the contract is subject to the law of the Federal Republic of Germany. This also applies to foreign transactions.
- 2.3 The conditions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.

§ 3 Quotations

- 3.1 Quotations are generally subject to change and are non-binding, unless something else has been expressly confirmed in writing.
- 3.2 Obvious spelling mistakes and miscalculations are non-binding.

§ 4 Orders

- 4.1 All agreements that are made between AMM and the Customer for the purpose of carrying out an order must be agreed upon in written form. Any changes, amendments, or additional agreements must be in writing in order to be valid.
- 4.2 Orders placed by the Customer are only binding for AMM if they have been confirmed in writing or if they have been invoiced or delivered by AMM.
- 4.3 Additional deliveries or services are remunerated separately.
- 4.4 A project agreement is considered a contract and comes into force once the Customer has confirmed it in writing. Once an order has been completed by AMM, the contract is considered to have expired, unless a contract duration is specified in the contract. The right to terminate without notice with due cause remains unaffected.
- 4.5 AMM's contractual obligations are to be considered fulfilled once the Customer uses the product as long as none of the contractual partners requires a formal acceptance.

§ 5 Samples

- 5.1 Special prices are charged for samples.
- 5.2 A special agreement is required for the return or exchange of samples and sampled offers.
- 5.3 If the color, surface or rigidity of the delivered product deviates from that of the sample provided, this may only be contested by the Customer if this deviation is seen as substantial in the market. Products are subject to deviations in color, surface or rigidity arising from the raw materials.

§ 6 Delivery

- 6.1 The delivery times specified by AMM are non-binding. The delivery terms are also subject to the possibilities of upstream suppliers. Binding delivery dates and terms must be expressly agreed upon as such in writing.
- 6.2 If AMM does not meet a delivery date that was expressly confirmed in writing, the Customer may only cancel the order after a grace period of 10 days set in writing by the Customer has elapsed to no avail. In the case of a cancellation, the Customer is only entitled to claims for damages in cases of willful intent or gross negligence.
- 6.3 Delivery terms begin as soon as the Customer receives the order confirmation from AMM. If the Customer requests changes after the order has been confirmed, a new delivery term begins as soon as AMM confirms the change.
- 6.4 Deliveries that deviate by up to 5% from the total quantity ordered must be accepted by the Customer and are no reason for subsequent deliveries. The amount charge is always based on the delivered quantity.

§ 7 Shipping

- 7.1 The product is shipped to the Customer from the production location or a different place of manufacturing or distributing warehouse of AMM. The product is shipped either by mail, parcel service, courier or a forwarding agent at AMM's discretion. As a rule, the lowest-priced option is used. If the product is to be shipped in a different manner (express mail, special delivery, etc.), this must be agreed upon in writing.
- 7.2 Unless otherwise specified, the Customer is responsible for shipping costs. Charges for partial deliveries are calculated based on freight. AMM bears no responsibility for the lowest-cost and fastest shipment.
- 7.3 All hazards and risks associated with the shipment pass to the Customer once the product is transferred to the freight carrier, forwarder, or similar. The Customer bears the risk of delays with the expected transport times and of the loss of the product. The product is only insured at the request and expense of the Customer. As the consignor, AMM is only responsible for willful intent and gross negligence.
- 7.4 The product is packed carefully. Complaints about damaged products are to be made to the freight carrier immediately as AMM bears no responsibility in such cases. Furthermore, AMM is to be notified of such complaints immediately as well.
- 7.5 If the shipment is delayed at the request of the Customer, the Customer bears all risk from the time the Customer is notified that the product is ready for shipment.

§ 8 Prices

- 8.1 Due to changes in exchange rates or the prices of upstream suppliers, changes in prices are possible as long as AMM has not yet delivered and the price change is within the same scope and only if and when AMM raises its prices in general and also only if AMM is not in default in delivery. If AMM is not to deliver partial quantities, AMM only has the right to raise prices beginning four months from the conclusion of the contract.
- 8.2 All prices listed in quotations, orders, price lists and the resulting amounts to be paid are in EUR and do not include the statutory value-added tax in force. Product deliveries do not include packaging or shipping costs unless these are specifically stated.

§ 9 Invoices

- 9.1 At the conclusion of the contract, 50% of the order value is to be paid. Invoices from AMM are to be paid within 14 days after receipt without any deduction. That date that the money is received by AMM is considered the day of payment.
- 9.2 AMM only delivers to new customers if the payment is made in advance.
- 9.3 Other terms of payment are possible. The terms of payment and payment deadline specified in the quotation, order confirmation, and on the invoice apply.
- 9.4 If the work to provide the services that were agreed upon stretches over a long period of time, AMM may invoice the customer for partial payment for the portion of the services that has already been provided. These services may form the basis for work for AMM and do not need to be available to the Customer in a usable form.
- 9.5 In the case of changes or the cancellation of contracts, work, or similar by the Customer, the Customer will reimburse AMM for any resulting costs and indemnify AMM from any debts to third parties.
- 9.6 Additional services and any unforeseeable additional expenditure must be agreed upon by both parties may require additional payment.

§ 10 Default of payment

- 10.1 If the Customer is in default of payment, the Customer will be charged a reminder charge of 5.00 EUR per reminder and a default interest of 8% above the base interest rate. This provision shall not affect the right to claim any further damages.
- 10.2 If a set payment deadline has been agreed upon, the Customer is in default once this deadline has passed without any additional reminder.
- 10.3 If a payment for any single delivery or partial delivery is not made promptly or properly, further deliveries of current orders will only be carried out if payment is made in advance. Products that have not yet been delivered may be retained regardless of any delivery terms that have been agreed upon. If the Customer is in default of payment, delivery commitments and terms are halted.
- 10.4 Warranty claims do not entitle the Customer to withhold the entire purchase price. Only the invoice amount for the product with the complaint may be retained.
- 10.5 If the Customer is in default of payment, AMM may withdraw from the contract after reminding the customer and setting an appropriate period of time and demand that the Customer surrender the delivered products. Additional legal claims may be made.

§ 11 Warranty

- 11.1 The Customer is obligated to check all services and delivered product directly after receipt and to report any problems in detail. Complaints can only be considered within five days from the receipt of the product.
- 11.2 The quality of the product corresponds to that which is customary in the trade. The Customer may not object to small, usual and technically unavoidable deviations in the delivered product, such as color, size, design, width, weight, position of print, and finishing. All dimensions and weights in quotations, brochures, catalogs, and price lists are approximations. A minimally delayed delivery is no ground for a complaint.
- 11.3 In the case of a justified objection, AMM has the right to rectify the defect, deliver a replacement, reduce the purchase price, or rescind the contract. The decision rests with AMM. Except in cases of malicious intent or gross negligence, there shall be no liability for any consequential damage. If a part of the delivery is lacking, this is no ground for objection to the entire delivery. Defects shall be rectified or replacements shall be delivered immediately within a minimum period of time. The minimum period of time shall be four weeks, even if the period ends after the last agreed upon delivery date.
- 11.4 The exchange of products requires a previous individual agreement between AMM and the Customer.
- 11.5 Replaced parts become the property of AMM. All parts included in complaints must be made available for inspection by AMM. Notifications of defects are not permitted if AMM is unable to verify the objection due to a circumstance for which the Customer is responsible. The Customer shall be informed promptly if defects cannot be rectified or if the delivery of a replacement is not possible. In such a case, the Customer has the right to demand that the purchase price be reduced or that the contract be rescinded.
- 11.6 Warranty claims must be made within three months of the discovery of the defect and no later than six months from delivery.
- 11.7 Products that are priced inexpensively and not as ready-made products, T-shirts in particular, may have minor errors, which the Customer must accept. Claims about such errors are not permissible.
- 11.8 If claims made by the Customer are found to be unwarranted or if it turns out that there are no errors or that any errors lie outside of AMM's area of responsibility, AMM may invoice the Customer for expenses.
- 11.9 Errors that result from external influences or that do not result from changes, amendments, fittings, finishings, attempts at repairs or other manipulation by AMM are not covered by the warranty. The warranty does not cover the replacement of the initial supply of accessories once used up (writing elements, printing elements media, etc.).
- 11.10 The Customer may only charge or assert a lien in connection with recognized or legally binding counterclaims.

§ 12 Limitation of liability

- 12.1 AMM is in no way liable for statements about the products and services in the advertising of the Customer. AMM is also not liable for the ability to protect or register patents, copyrights, trademarks on the ideas, suggestions, designs, or drafts supplied as part of the order.
- 12.2 Force majeure events, especially strikes and lockouts or similar cases, or disturbances in the business operations of AMM or its upstream suppliers that are due to unforeseeable events and no fault of their own, give AMM the right to delay the project commissioned by the customer for the duration of the hindrance and an appropriate start-up period. The customer is not entitled to claims for damages against AMM as a result of this. This applies even if deadlines and events that are important to the customer can not be met or do not occur.

§ 13 Returns

- 13.1 AMM must provide written confirmation of returns. In the confirmation, AMM will specify where the product is to be returned to. If there is no confirmation within two days, the customer has the right to send the product back to AMM directly.
- 13.2 The customer can either send the product back to AMM at the expense of the customer or have the product picked up by a parcel service at the expense of AMM.
- 13.3 The customer bears the costs for refused carriage forward shipments. Likewise, the customer bears the costs for the storage or pick-up of products that are sent back without approval.

§ 14 Reservation of title

- 14.1 The delivered product remains the property of AMM until all claims relating to the existing business relationship have been satisfied in full. The customer must inform AMM at all times of the location of the product subject to reservation of title. If the product is resold before payment, any profits made or the claim resulting from the resale become the property of AMM.
- 14.2 The customer may neither pledge nor, as a precaution, transfer the product subject to reservation of title to a third party. The customer must inform AMM immediately in writing of impending insolvency or court-ordered seizure by third parties.
- 14.3 If the customer stops making payments before all payments have been made, AMM has the rights to sequester the product or to relinquish the rights to return service, as stated in §46 KO ["Bankruptcy act"]. Product recalled by AMM will be credited to the customer to the amount that it can be resold for but no more than the contract prices that were agreed on.
- 14.4 Customer returns that must be made due to the assertion of reservation of title must be returned to AMM at no expense to AMM.

§ 15 Conflicts

- 15.1 If conflicts arise in the course of or after the completion of an order in relation to the commissioned project, an extrajudicial mediation process must be completed before a judicial process is initiated. In order to reach an extrajudicial agreement as far as possible, external expert opinions in relation to questions of quality assessment or the amount of compensation will be obtained. The cost for this will be shared by the customer and AMM. In Case of default of payment a extrajudicial mediation process must not be completed.

§ 16 Provision of data and preparation

16.1 The customer must provide AMM with data that is proper and printable for the type of usage. The customer will be charged for the time required for the preparation of printable data from the provided data and the time for postprocessing. The customer is fully accountable for errors and costs resulting from incorrect data.

16.2 The customer is responsible for ensuring that the contents of the provided data comply with legal regulations. Likewise, the customer is responsible for ensuring that the data is not subject to copyrights or other rights of third parties. In all cases, the customer indemnifies AMM from the claims of third parties.

16.3 The customer grants AMM the right to use any copyrights, trademarks or other rights as part of the purpose of the contract. The customer guarantees AMM that the customer possesses all required rights in regard to the cooperation and indemnifies AMM from claims of third parties, including litigation costs.

16.4 In general, the customer has no right to publish masters (films, silkscreens) or computer stick programs, unless an agreement to the contrary has been made in writing.

16.5 Due to technical differences between color monitors and printers, there may be substantial differences in color if the customer only provide originals in electronic form. For this reason, the customer shall accept any resulting color differences in such a case. Even if a physical original is provided, the product is subject to reasonable minor differences in color that result from the technical procedures of finishing processes.

§ 17 Data protection

17.1 The customer accepts that personal data such as the customer's name, address, telephone number, fax number, e-mail address and any other data concerning the business relationship will be stored on electronic media. The address data may be used to create letters to the customer.

17.2 AMM ensures compliance with the Bundesdatenschutzgesetz ["German Data Protection Act"].

17.3 AMM will save all customer data for the duration of the contract electronically as far as it is required to fulfill the purpose of the contract, in particular for invoicing. If requested to do so by the customer, AMM shall provide the customer with information on the saved data, as far as it relates to the customer, completely and at no cost.

17.4 AMM shall not provide third parties with this data or the content of private messages of the customer without the customer's consent. This does not apply in cases where AMM is required to reveal data to third parties, government agencies in particular, or as far as internationally recognized technical standards stipulate this and the customer does not object.

17.5 It is explicitly stated that current technology cannot completely guarantee data protection for data transfers in public networks such as the Internet.

§ 18 Non-disclosure

18.1 All information that AMM receives as part of an order from the customer shall be treated as strictly confidential indefinitely. AMM employees and consulted third parties shall be bound to absolute secrecy.

18.2 The customer is obligated to keep secret all business or company secrets or information designated as confidential that the customer is provided with or becomes aware of as part of the performance of the contract by AMM or persons acting on our behalf. In addition, this obligation applies for two years after the end of the contract.

§ 19 Cooperation

19.1 The customer is obligated to cooperate as necessary for AMM to perform its contractual obligation. In particular, the customer must provide all information required for the performance of the contract.

19.2 If the customer's cooperation obligation is neglected, AMM is freed from the obligation to perform. If AMM still performs, the work will be invoiced accordingly.

19.3 The customer shall provide AMM with all data and documents necessary to carry out the project at no cost. Working documents shall be treated by AMM with care, protected from access by third parties, used only for the respective order and returned to the Customer after the completion of the order.

19.4 Freelance employees or third parties hired by AMM are vicarious agents of AMM. The Customer is obligated not to commission these agents, employed by AMM for the execution of the order, with projects directly or indirectly for the 12 months following the completion of the order.

§ 20 Copyrights and usage rights

20.1 AMM retains all property rights and copyrights to all artistic work and designs of figures, drawings, items and other documents that are ultimately used. They may be used by third parties only with the express written permission of AMM.

20.3 Once the fee has been paid in full, the Customer obtains the right to use all work produced as part of this order for the duration and extent agreed upon. AMM retains usage rights for work that has not yet been paid for at the time the contract is completed unless otherwise agreed.

20.4 AMM may sign promotional materials that it has developed in a fashion that is fitting and customary for the industry and may use and publish the commissioned order for advertising purposes or as a reference or example. The signing and promotional use may be forbidden in an appropriate separate agreement between AMM and the Customer.

20.5 Originals and reproductions of the work of AMM may not be modified by the Customer or third parties commissioned by the Customer, unless otherwise agreed. Imitations, even of parts of the work, are not permitted. In cases of noncompliance, AMM is entitled to an additional fee of at least 2.5 times the originally agreed fee from the Customer.

20.6 The transfer of granted usage rights to third parties or multiple uses are, unless specified in the initial order, subject to a fee and require the consent of AMM.

20.7 AMM is entitled to information regarding the extent of the use.

§ 21 Final provisions

21.1 Clauses that are only possible among merchants only apply for merchants.

21.2 The Customer does not have the right to transfer claims from the contract.

21.3 Provisions of these General Terms and Conditions that are completely or partially invalid or that lose their validity at a later point in time shall be replaced by provisions that are suitable for fulfilling the commercial function of the invalid provision.

21.4 The invalidity of a provision does not affect the validity of the other provisions.

21.5 If this does not take place or if this is not legally possible, the statutory provisions apply.