

Rat für Formgebung Service GmbH

General Conditions for Services

Issue 02/2011

1 TYPE AND SCOPE OF SERVICES

1.1 Type of Services

Rat für Formgebung Service GmbH (Rat für Formgebung) provides the Services in accordance with the present General Conditions and as described in the separate assignment of the Customer. The assigned Services can be consulting, support, training or other services.

1.2 Scope of Services

The field of operation and the task definition of the Services are described in the written assignment of the Contractor (also per e-mail). The assignment is generally referring to a proposal of the Rat für Formgebung or is described in the assignment itself.

2 PLACE OF FULFILMENT / SERVICE VOLUMES

2.1 Unless otherwise agreed the place of fulfillment for the Services to be provided is in the location of the Rat für Formgebung. In case the Customer wishes so Rat für Formgebung fulfils the Services at his premises. In such cases the Rat für Formgebung staff shall not enter or be deemed to have entered into any employment relationship with the Rat für Formgebung.

2.2 The volume of the commissioned Services to be provided by the Contractor is fixed in the assignment.

3 REMUNERATION

3.1 Lump sum remuneration

For the services to be provided by the Rat für Formgebung the Customer shall pay a lump sum to the total amount fixed in the assignment. Additional costs are covered by this lump sum.

3.2 Time-based remuneration

In the event that Customer and Rat für Formgebung have agreed a time-based remuneration, the proposal of the Rat für Formgebung or the assignment have to state the hourly- or daily fee. In case an agreement over that issue misses Customer shall pay a fee similar to comparable services. Additional costs are covered by this fee. The Rat für Formgebung shall issue monthly invoices in arrears. Payments are due immediately upon receipt of the relevant invoice.

4 RIGHTS TO THE RESULTS OF THE SERVICES

Upon full payment of the agreed remuneration the Customer shall be granted a non-exclusive, irrevocable and non-assignable right to use the results of the Services. Any derogation from this agreement on the rights of use is required to be made by separate written agreement.

5 QUALITATIVE PERFORMANCE MALFUNCTION

5.1 In the event that, in consequence of circumstances for which the Rat für Formgebung is responsible, services should not be provided in accordance with the terms and conditions of the present assignment, or if they are faulty, Rat für Formgebung provides the Services in accordance with the terms and conditions of this Contract within a reasonable period, provided that the Customer has objected in writing (also be e-mail) or in oral without delay. Should the Rat für Formgebung fail to do so, Customer shall be entitled to cancel the Contract in writing without notice.

5.2 Claims pursuant to Paragraph 5.1 shall be time-barred 12 months following complete performance or early termination of the contract.

6 LIABILITY OF THE RAT FÜR FORMGEBUNG IN RESPECT OF ANY INFRINGEMENT OF PROTECTIVE RIGHTS OF THIRD PARTIES

6.1 If a third party claims damages from the Customer in respect of an infringement of industrial property rights or copyright (hereinafter referred to as "Protective

Rights") by deliveries/services provided by the Rat für Formgebung, and if the use of the deliveries/services is thereby impaired or prohibited, Rat für Formgebung shall be liable as follows: Rat für Formgebung shall, at his option and own expense, either amend or replace the deliveries/services in such a way that they do not infringe the Protective Right but nevertheless essentially comply with the agreed specifications or shall hold the Customer harmless from license fees in favor of the third party for use of the deliveries/services.

6.2 Conditions for liability on the part of the Rat für Formgebung as per Paragraph 6.1 are that the Customer immediately informs the Rat für Formgebung in writing of any claim of infringement of Protective Rights by a third party, that he does not acknowledge the alleged infringement, and that he conducts any disputes, including any out-of-court settlements, only with the consent of the Rat für Formgebung. If the Customer ceases using the deliveries/services in order to minimize damages, or on other important grounds, he shall be obliged to point out to the third party that such cessation of use does not constitute any acknowledgement of the infringement of Protective Rights.

6.3 Any and all further claims of the Customer because of any infringement of third party Protective Rights are finally resulting in accordance with Paragraph 7.

7 LIABILITY OF THE RAT FÜR FORMGEBUNG

7.1 Rat für Formgebung shall have unlimited liability for any injury to persons (injury to life, the body or health) for which he may be held responsible, and shall, in the event of any damage to property so attributable, pay compensation for the repair of such property up to the amount of EUR 10,000.00 per occurrence up to a general maximum of EUR 25,000.00. If data media are lost or damaged, the due compensation shall not include any costs incurred in replacing any lost data or information.

7.2 The Rat für Formgebung shall not be liable for claims for defects or claims for damages or for reimbursement of costs by the Customer, whatever their legal justification, which go beyond the terms of this assignment, in particular claims concerning disruptions to operation, loss of profit, loss of information and data or consequential damages, except where mandatory liability applies for example under the Product Liability Act or in the case of intent, gross negligence, or violation of material contractual obligations. Claims for damages or reimbursement of costs because of material contractual obligations are, however, limited to foreseeable damages, typical for such contracts, except in the case of intent or gross negligence.

8 CONFIDENTIALITY, SUBCONTRACTS

8.1 The parties to this assignment shall use any documents, information, and data received and designated as confidential only for the purposes of implementing this assignment. If and so long as such documents, information and data have not become common knowledge, the parties to this contract shall treat said documentation and information as confidential vis-à-vis third parties not involved in implementing this contract. This obligation shall continue to apply even after termination of this contract.

8.2 Rat für Formgebung may assign subcontracts.

9 ASSIGNMENT, SUBSIDIARY AGREEMENTS, GOVERNING LAW, PLACE OF JURISDICTION

9.1 Rat für Formgebung shall assign arrears of the present contract to third parties.

9.2 Subsidiary agreements must be made in writing.

9.3 German substantive law shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction shall be Frankfurt am Main, Germany, provided the Customer is a merchant („Kaufmann“) as defined in the German Commercial Code (Handelsgesetzbuch).

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(RfF/GDC - Auftragnehmer)