

GENERAL TERMS OF DELIVERY AND PAYMENT

LACON MARKETING GMBH (HEREINAFTER CALLED LACON GMBH)

I. GENERAL/SUBJECT-MATTER OF THE CONTRACT

1. All the services contained in an order placed with LACON GmbH and the cost estimates and offers made by LACON GmbH shall be effected exclusively on the basis of the following General Terms of Delivery and Payment in their respectively valid version. These shall also be an integral part of all future business relations even if this has not been agreed to explicitly again.
2. No deviating General Terms of Delivery and Payment or purchasing conditions of the customer shall have any validity, unless they have been accepted by LACON GmbH in writing. Side agreements, amendments and supplementations to these provisions shall only be valid if they have been accepted by LACON GmbH in writing.
3. The order placed with LACON GmbH is a contract for copyright services (contract work). The subject-matter of the contract is to fulfil the work contracted and grant the rights of use to this work. The provisions stipulated in work-contract law and copyright law shall be valid.

II. CONCLUSION OF CONTRACT

LACON GmbH shall set up a non-committal cost estimate prior to concluding the contract, unless otherwise agreed. This cost estimate shall serve as a non-committal professional calculation of the anticipated cost of the rough budget estimate. The remuneration shall be calculated subject to later examination of the expenditure. Exceeding the non-committal cost estimate by 15% shall lie within the tolerance and shall not be deemed as a considerably excessive amount. All the declarations of acceptance made by the customer as a result of the cost estimate drawn up shall require the written or e-mailed confirmation by LACON GmbH for their validity. In the event of immediate delivery or immediate execution and delivery, these procedures as such shall serve as order confirmations.

iii. prices/remuneration/dispatch

1. Invoiced amounts shall be understood ex LACON GmbH, main office, i.e. costs for packing, freight, postage, insurance and other dispatch costs shall be borne by the customer. The risk shall pass to the customer as soon as the work passes on to the person carrying out the transport, or has left the main office of LACON GmbH for dispatch. The wishes and interests of the customer and the additional costs thereby incurred shall be borne by the customer. For the rest, LACON GmbH shall choose the manner of dispatch and form of transport; in particular, it shall not be obligated to find out which of all the possibilities is the cheapest in this case.
2. The calculation of the remuneration shall, unless otherwise explicitly agreed, conform with the remuneration recommendations of the Berufsverband der Deutschen Kommunikationsdesigner (Professional Organisation of German Communication Designers). The following shall also be valid: The draft and technical/dimensional drawing, as well as granting the rights of use shall constitute one complete service.
For this service LACON GmbH shall charge:
 - a) the normal remuneration for the utilised drafting work,
 - b) the remuneration for the technical/dimensional drawing.
3. Should the customer not avail of his option of beneficial use and should no rights of use be granted, LACON GmbH shall charge a provisional remuneration equivalent to at least the actual expenditure that has incurred for LACON GmbH up until that time.
4. Proposals and instructions given by the customer for technical reasons, design purposes and any other reasons, and any other form of co-operation shall not have any influence on the remuneration; neither shall they substantiate any joint copyright, unless this has been explicitly agreed to.
5. Consultation, individual concepts, sketches, drafts, text suggestions, photos, trial type-setting, models, functional versions, prototypes and other similar preliminary work shall be charged even if the order is not placed, if these have been requested by the person involved.
6. Advertisements are generally contracted by LACON GmbH unless an agreement has been made to the contrary. Before contracting the first advertisement, LACON GmbH may request payment in advance of 50% of the expenses incurred with the respective publishers for contracting this first advertisement.
7. Remuneration and invoiced amounts shall be understood as net amounts, to be paid plus value added tax.

IV. TIME OF PAYMENT

1. All the invoiced amounts and remuneration shall generally be due upon delivery of the work; they shall be paid without any deduction unless otherwise explicitly agreed to in writing.
2. Should work be delivered in parts, the respective partial remuneration shall be due upon the delivery of this part. Should the execution of an order extend over a longer period of time, LACON GmbH may then demand partial payments respective to the amount of work done.

V. ADDITIONAL SERVICES/ADDITIONAL COSTS AND TRAVEL EXPENSES

1. All additional services, especially subsequent alterations incurred by the customer, including changes in the drafts, the production and presentation of further drafts, alterations to technical/dimensional drawings and any other additional services (study of manuscripts, production monitoring, etc.) that do not constitute a part of the original order, shall be charged separately according to the time spent. New productions of models, proof-reading copies, exposures and specimen print proofs that are requested by the customer due to slight deviations from the master copy shall also be deemed as subsequent alterations.
 2. Any additional costs for technical work incurred in connection with the layout or work required for carrying out the layout (e.g. for models, intermediate productions, layout type-setting) shall be reimbursed.
 3. Expenses and allowances shall be charged for any business trips agreed to by the customer that shall become necessary for completing the order, for utilisation and for meetings.
 4. The above mentioned regulations (Sections 1 – 3) shall also be applicable for lump-sum orders.
 5. The remuneration for additional services shall be due upon their performance.
- Additional costs paid in advance shall be reimbursed as incurred. Section III, par. 7 shall be valid accordingly.