

AGB

studio flær



CALL US

0049 30 45037146

DROP US A LINE

HELLO@STUDIOFLAER.COM
WWW.STUDIOFLAER.COM

GET DIRECTIONS

SCHILLERPROMENADE 25
12049 BERLIN

1. Scope of application

1.1 The following terms and conditions apply to all contracts for services and work between Studio Flær GbR, hereinafter referred to as "contractor" and the customer. They shall also apply to all future business relations, even if they have not been expressly agreed upon again.

1.2 Deviating conditions on the part of the customer shall not become part of the contract, even if the contractor does not expressly object to them. This also includes deviating conditions as part of the acceptance of the contract on the part of the principal.

1.3 Deviating conditions can only be agreed in writing within the framework of the individual contract.

2. Conclusion of contract and scope of services

2.1 The contract is concluded upon acceptance of the offer sent to the client. In each case, only the last offer sent is valid, from which the scope of services of the order also results.

2.2 If no written contract is agreed upon, the scope of services of both parties results from the order confirmation of the contractor.

2.3 If a termination on the part of the client comes into effect and services have already been provided by the contractor, a compensation for expenses according to the services provided is due immediately with the effectiveness of the termination.

3. Copyright and rights of use

3.1 Any order placed with the Contractor which is not aimed at the mere delivery of goods or services is a contract covered by copyright law, the works of which require the explicit granting of rights of use from the Contractor to the Customer.

3.2 Drafts, drawings, renderings, prototypes, interim results and comparable non-final works may not be reproduced, imitated or otherwise used in whole or in part without the written consent of the Contractor.

3.3 The Contractor shall transfer to the Customer the rights of use required for the respective purpose of the order. Unless otherwise agreed, only a simple right of use is transferred in each case. A transfer of the rights of use by the purchaser to third parties requires prior written agreement between the purchaser and the contractor. The rights of use shall only be transferred to the Principal after full payment of the remuneration by the Principal.

3.4 Suggestions and instructions of the Principal or his employees and agents do not constitute a co-author's right and therefore have no influence on the amount of the remuneration.

3.5 Regardless of the scope of the rights of use granted, the Contractor shall retain the right to use the work for self-promotion. This also includes the public presentation of the work on the Internet within the scope of self-promotion. The contractor is also granted by the customer the right to use the copyright relevant parts used in the work and administered by the customer for this purpose.

4. Execution deadlines and delivery

4.1 Execution periods and delivery dates are always non-binding, unless otherwise agreed in writing.

4.2 If a binding deadline is exceeded, the client is entitled and obliged to set the contractor a reasonable extension. Only after the fruitless expiry of this grace period may the principal withdraw from the contract. Claims for damages due to delayed or non-delivery are also excluded in this case, provided that the contractor is not responsible for the delay or non-delivery.

4.3 The execution and delivery period is interrupted for the duration of the examination of the drafts, interim results and comparable non-final works for acceptance by the principal. The interruption begins on the day of dispatch to the client and ends on the day of receipt of a statement from the client.

4.4 If the client does not supply materials, templates or comparable items necessary for the creation of the work, or supplies them late or in an unusable, non-standard format, the period shall be extended in accordance with provision 4.3.

5. Remuneration and acceptance

5.1 The remuneration for the production of all parts of the work, as well as the rights of use, is set out in the contractor's order confirmation to the client or, in the absence of such, in the latest valid offer. All remunerations are net amounts.

5.2 In the case of a contract for work and services, the Client's obligation to pay remuneration arises from the creation of the work, starting with drafts, and not from the actual use of the created work.

5.3 If the subjects of the order are used to a greater extent than originally agreed, the contractor is entitled to subsequently demand the difference between the higher remuneration for the actual use and the remuneration originally received.

5.4 Unless otherwise stated in the order confirmation, the remuneration shall be due immediately after invoicing.

5.5 Acceptance may not be refused for creative-artistic reasons.

5.6 If the client is in arrears with payment, the contractor shall charge interest on arrears at the statutory rate. Even without a reminder, the Client shall be in default at the latest 30 days after the due date and receipt of the invoice, if the remuneration has not been received in full on the Contractor's account at that time.

5.7 If the execution of the order is delayed for reasons for which the Customer is responsible and if this results in additional expenditure on the part of the Contractor or the subcontractors commissioned, the Contractor may demand an appropriate increase in the remuneration. In the event of intent or gross negligence, it may also claim damages. The assertion of further damage caused by delay remains unaffected.

6. Special services, provision of services, additional costs

6.1 Special services which were not already contractually agreed and which go beyond the services necessary for the fulfilment of the originally ordered service can be invoiced separately by the contractor. This includes, for example, not only insignificant changes to the scope of the work or artistic requirements. Unless otherwise agreed, special services shall be invoiced on the basis of the cost rates used in the original contract.

6.2 The contractor may use third parties for the provision of the service in whole or in part. This does not require the consent of the client.

6.3 Extraordinary costs, e.g. for unusual picture material, materials, travel expenses, printing costs etc., which were not contractually regulated and were not necessary and foreseeable for the actual performance of the service, shall be borne by the client.

7. Obligations of the client

7.1 The client is responsible for ensuring that all material handed over by him to the contractor is free of rights of third parties, or has been licensed for the use intended in the order and may be used by the contractor to the extent necessary for the performance of the service. Unless otherwise agreed, this also includes use in accordance with provision 3.5 (self-promotion).

7.2 The client is responsible for the legal admissibility in word and image of all services rendered.

7.3 The principal assures that he is entitled to use all templates handed over to the contractor. If, contrary to this insurance, he is not entitled to use them, the customer shall indemnify the contractor against all claims for compensation by third parties.

7.4 The Customer is responsible for the backup of his data himself, the Contractor does not assume any liability for data loss of any kind.

8. Property rights

8.1 For all works handed over to the client there are only rights of use within the scope of the contractually agreed scope and these terms and conditions. The ownership of all works handed over to the client remains with the contractor. This also includes data carriers such as USB sticks and hard disks, which must be returned to the contractor as soon as possible, but at the latest with the final performance of the service at the expense of the client.

9. Release of data

9.1 Unless otherwise agreed, the client has no right to inspect or transfer data. These include, among other things, all steps necessary for the creation of the service and both digital and physical media, e.g. - but not limited to - draft drawings, layouts, 3D data, source code, scene data, project files.

9.2 If data was provided to the client in the course of the provision of services, e.g. for preliminary acceptance or creative coordination, the client must destroy or return it immediately after use for the purpose for which the data was provided.

9.3 Any modification of the data by third parties or the client is excluded, unless this has been agreed with the contractor or is necessary for the fulfilment of the purpose for which the data was provided to the client. Under no circumstances may data be used for the creation of new, copyrighted works.

10. Warranty

10.1 If the client is an entrepreneur, complaints about defects, of whatever kind, must be made in writing to the contractor within 7 working days after delivery of the work. After that the work shall be deemed to have been accepted without defects. For consumers a period of 14 working days applies.

10.2 Insignificant deviations do not justify claims for material defects. This applies in particular to those that do not impair usability or functionality.

10.3 Changes or extensions of the delivered work or product, which the customer himself carries out or has carried out by third parties, do not give rise to claims for defects on the part of the customer, unless the customer proves that the change or extension is not the cause of the defect.

10.4 The Contractor may refuse subsequent performance until the Client has paid the Contractor the agreed remuneration, less a part corresponding to the economic significance of the defect.

11. Liability

11.1 For orders placed with third parties in the name and on account of the Client, the Contractor shall not assume any liability or warranty vis-à-vis the Client, provided that the Contractor is not at fault for selection. In these cases the contractor acts merely as an intermediary.

11.2 Insofar as the Contractor is itself the client of subcontractors within the scope of a customer order, it hereby assigns to the Client all warranty claims, claims for damages and other claims to which it is entitled arising from defective, delayed or non-delivery. The Customer undertakes to first attempt to enforce the assigned claims before making any claims against the Contractor.

11.3 The Customer shall indemnify the Contractor against all claims made by third parties against the Contractor due to conduct for which the Customer is responsible or liable under the Agreement. He shall bear the costs of any legal prosecution and defence. This applies in particular to the infringement of third party rights, insofar as this is due to templates, documents etc. required by the Customer for the execution of the order. 11.4 With the acceptance of drafts and services by the client, the client assumes responsibility for the technical and functional correctness of the offer's content. Any liability on the part of the contractor shall cease to apply.

12. Freedom of design

12.1 Within the scope of the order there is freedom of design. Complaints regarding the artistic design are excluded. If the client wishes changes during or after production, he has to bear the additional costs. The contractor retains the right to remuneration for work already begun.

13. Final provisions

13.1 Unless otherwise agreed, place of performance and jurisdiction is Berlin.

13.2 The law of the Federal Republic of Germany shall apply exclusively to all contractual relationships.

13.3 The legal successors of the clients are also bound to the obligations arising from contracts concluded on the basis of these terms and conditions.