

GENERAL TERMS AND CONDITIONS OF Corpus-C Design Agentur GmbH

Valid from 01.01.2011

General conditions for contracts in industrial and product design

1. Validity

1.1 The following general conditions for design contracts and proposals in industrial and product design apply exclusively and to all Corpus-C Design Agentur GmbH design contracts and proposals. Contract partner conditions which either conflict with or derogate from the general terms and conditions of Corpus-C Design Agentur GmbH shall be recognized by Corpus-C Design Agentur GmbH only when they have given express written consent to these conditions. On acceptance of the proposal or conclusion of the contract, these framework conditions become an integral part of the design contract agreed on by the parties.

1.2 Any rules derogating from these conditions, in particular

the business terms and conditions of the customer, shall become binding only upon written confirmation from Corpus-C Design Agentur GmbH.

1.3 The general terms and conditions of Corpus-C Design Agentur GmbH shall apply even where Corpus-C Design Agentur GmbH is aware of derogating or conflicting conditions and unconditionally accepts the contractually-bound services of the contract partner or unconditionally provides the contractually bound services of Corpus-C Design Agentur GmbH. Conflicting conditions of the contract partner having regard to its purchasing and business conditions are herewith rejected.

2. Definitions

For the purposes of the design contract, the following designations apply:

2.1 Proportional model: the model whose exclusive role is to show the essential external form and to provide details of proportions;

2.2 Design model: the model that corresponds exactly in its outer appearance to the later manufactured model at a level of quality that can be used for brochure photos;

2.3 Working model: the model that demonstrates the technical function completely or partially without regard to the external form;

2.4 Ergonomic model: the model used for the development of optimal operability or usability;

2.5 Prototype: the model produced after the manufacturing drawings that substantially corresponds to the later manufactured model in terms of materials and dimensions.

3. Obligation to cooperate

3.1 The customer shall ensure that all information relevant to the product to be designed, particularly manufacturing, sales and trading, is made directly and promptly accessible to Corpus-C Design Agentur GmbH, throughout the entire development phase.

3.2 Corpus-C Design Agentur GmbH is obliged to ensure the general consistency by verifying the correctness and completeness of the documents and information made available to it exclusively upon express written agreement.

4. Confidentiality

4.1 Corpus-C Design Agentur GmbH agrees indefinitely to respect the confidentiality of all information and documents made available to it in connection with the design contract that are designated as confidential or which under the circumstances are unambiguously recognizable as customer business or trade secrets, provided disclosure is not necessary for achieving the contractual purpose - and neither to record, disclose or exploit said information.

4.2 Corpus-C Design Agentur GmbH will ensure, through appropriate contractual agreements with the employees and agents working for them, that the latter also refrain indefinitely from any personal exploitation, dissemination or unauthorized recording of such business or trade secrets.

4.3 Similar obligations apply to the customer in respect of the business and trade secrets of the Corpus-C Design Agentur GmbH. This is particularly true of ideas and model studies which emerge during the development phase. The criminal liability of a breach of this obligation, according to Article 17 and 18 of the Act against unfair competition is expressly noted.

4.4 Rights from the development phase, in particular, the usage rights to draft models presented, are not transferred to the customer.

5. Service periods

5.1 Where binding deadlines are set for project completion, the following apply:

5.2 If necessary, delays caused by lack of cooperation from the customer are deducted from the deadline period.

5.3 If the deadline is exceeded by more than 2 weeks, the customer is entitled to set a grace period of at least 2 weeks. If this grace period elapses in vain, the customer can no longer require completion and Corpus-C Design Agentur GmbH can no longer require review.

5.4 If non-compliance with the deadline is due to force majeure which emerges or becomes visible only after completion of the contract, the deadline is extended during the time of such a temporary disturbance until it ceases, for a maximum of 6 months. The same applies to strikes, lockouts, lack of necessary import and export permits, unforeseen disruptions or other events for which the Corpus-C Design Agentur GmbH is not responsible. This also applies if these circumstances affect suppliers to Corpus-C Design Agentur GmbH.

6. Acceptance

6.1 Each project stage will be accepted individually by the customer

6.2 The acceptance shall be deemed tacitly successful if the services of the next project phase are not rejected in writing.

6.3 The acceptance of a project phase is mandatory for the provision of further services.

6.4 Acceptance cannot be refused if the customer is not satisfied with the service provided. The termination right of the customer remains unaffected.

7. Termination by the customer

7.1 The customer may terminate the contract at any time prior to completion of the project.

7.2 The customer may also terminate the contract due to dissatisfaction.

7.3 If the customer terminates the contract, the designer is entitled to the agreed compensation for services already rendered including the phase in which the termination occurs.

7.4 Corpus-C Design Agentur GmbH will communicate the completion of each project phase to the customer. Corpus-C Design Agentur is obligated to grant the customer an opportunity to accept the end of the project phase. The customer has the right to terminate the contract with respect to subsequent phases not yet completed within 5 calendar days after receipt of notification.

7.5 If the customer terminates the contract, usage rights are not granted to the customer. All items prepared by Corpus-C Design Agentur GmbH, such as sketches, designs and models must be immediately returned to Corpus-C Design Agentur GmbH.

8. Warranty and liability

8.1 The design product created by Corpus-C Design Agentur GmbH

is to their knowledge an independent, personal intellectual creation. Assurance over and above this statement regarding the novelty or individual character of the underlying idea for the product design

or the legal effectiveness or validity of patent rights for the contracted item cannot be given.

8.2 Corpus-C Design Agentur GmbH is not liable for the achievable or achieved economic success of the contract product.

8.3 As a result of the freedom granted to the Corpus-C Design Agentur GmbH and the associated artistic features, the customer may not derive any supplementary performance or warranty rights due to dissatisfaction.

8.4 The customer is obligated to independently review the design product in respect of its ability to function, safety, feasibility and marketability, as the focus of the service to be provided by the designer lies in the field of design.

8.5 The liability of the designer for damage other than loss of life, limb or health is excluded, if it is not caused by intentional or grossly negligent breach of duty by the designer or his legal representatives or agents.

9. Rights

9.1 The model designs, first drafts, prototypes and files of Corpus-C Design Agentur GmbH are protected by copyright as personal intellectual creations, the provisions of which are also considered as agreed if the required level of originality is not achieved under Article 2 of the Copyright Act. Corpus-C Design Agentur GmbH has the right of authorship designation.

9.2 The works of Corpus-C Design Agentur GmbH shall only be used in the agreed way, for the agreed purpose in the agreed scope; in the absence of an express agreement, the purpose of the contract stipulated by the customer when placing the order counts as the only recognized purpose. Utilization rights accrue to the customer on full settlement of the agreed remuneration. The customer is not subject to any export restrictions in respect of the design contract.

9.3 Without the approval of Corpus-C Design Agentur GmbH, its model designs, prototypes and files may not be changed either in the original or for reproduction, nor may any imitation of the design or elements thereof be made without the consent of Corpus-C Design Agentur GmbH. Furthermore, transfer or licensing of usage rights for this and all existing rights to third parties requires the consent of Corpus-C Design Agentur GmbH.

9.4 If a license fee (revenue share) is agreed, the usage rights revert to Corpus-C Design Agentur GmbH at the onset of the royalty payment, without this necessitating a separate declaration of intention from either party. The same applies if the customer does not take up production within one year of completion of Project Phase 3, or does not offer the products manufactured according to the design contract up for sale within another 3 months. The same applies if the customer finally discontinues the manufacture of products covered by the contract. In such cases, the customer's registered legal rights for services of Corpus-C Design Agentur GmbH (registered designs, utility models, patents) also revert to Corpus-C Design Agentur GmbH.

9.5 Usage rights for the draft sketches, variants and studies of the final product design are not transferred, as they serve only to prepare the development and decision-making for the selection of a final design.

9.6 Where the designer creates patentable developments or improvements during the design contract period the customer acquires no use or exploitation rights.

9.7 The customer is obligated to take all possible and promising measures to initiate and pursue the acquisition of legal copyright for the contract product. The cost of this is

borne by the customer from the beginning to the end of the contract. If the customer fails to meet this obligation, Corpus-C Design Agentur GmbH can take the necessary steps at the customer's expense, if its interests are seriously and permanently adversely affected by the lack of protection.

9.8 Violations of property rights for the contract will be prosecuted by Corpus-C Design Agentur GmbH. The customer is also entitled to proceed at his own expense against such violations, provided that any indemnification for violations be attributed to Corpus-C Design Agentur GmbH.

9.9 License fees (royalties) are to be calculated at the end of each calendar quarter by the customer upon presentation of a verifiable statement and to be paid out to Corpus-C Design Agentur GmbH within 30 days of the end of each quarter.

9.10 Corpus-C Design Agentur GmbH is entitled to information about the extent of uses made by the customer. Corpus-C Design Agentur GmbH is entitled to have the details of the calculation of the license fee communicated to it checked by the tax authorities acting in confidence, through an inspection of the customer's books. The cost of the commission shall be borne by the customer, if its information proves incorrect.

9.11 For documents and objects handed over to the customer, usage rights are granted, though ownership rights are not transferred.

9.12 Corpus-C Design Agentur GmbH is not bound to transfer disks, files or data to the customer. Should this be desired, it must be agreed and paid for separately.

10. Free copies

10.1 Corpus-C Design Agentur GmbH is entitled to free provision of a mock-up of the product produced using its designs.

10.2 Corpus-C Design Agentur GmbH is also entitled to free provision of 10 copies of any advertisement prepared for the product designed by them.

10.3 Corpus-C Design Agentur GmbH is entitled to publish and use for its own purposes photocopies of the designs and related publicity materials created through its work.

11. Place of performance and jurisdiction

11.1 The place of performance is the headquarters of Corpus-C Design Agentur GmbH.

11.2 The place of jurisdiction is the headquarters of Corpus-C Design Agentur GmbH, provided

the customer is a merchant or a legal entity under public law or public law special fund or the customer has no general jurisdiction in Germany. Corpus-C Design Agentur GmbH is also entitled to sue the customer at the location of their place of business.

12. Changes/additions, partial invalidity

12.1 Changes and additions to the contract must be made in writing, whereby correspondence, fax or electronic transmission via email is sufficient.

12.2 The invalidity of one or more of the preceding provisions does not affect the validity of the remaining provisions. An invalid provision shall be replaced by a valid provision that fulfills the intended economic purpose of the invalid provision as far as possible.