

## **General terms and conditions of business**

General terms and conditions of the Advertising media Toccori & Toccori GbR, Eschweilerstraße 70, D-52477 Alsdorf, (legally represented by Toccori Silke & Franco), VAT-NR: 202/5418/1358-USt-Idnr: DE271539089 below named "Advertising media Toccori".



### **§ 1 Applicability**

The Advertising media Toccori only concludes on these general terms and conditions. By placing the order, the client recognizes their applicability and validity. Deviating agreements can only be legally made in writing under the corresponding contractual partners and are considered a supplement to the concluded contractual relationship. These general terms and conditions take place any general terms and conditions of the respective client or the mediator.

### **§ 2 Conclusion of the contract**

These terms and conditions only apply to contracts with the Advertising media Toccori. Deviating regulations in the customer's general terms and conditions are therefore expressly objected.

Offers of the Advertising media Toccori in brochures, advertisements, advertising and homepage, etc. are - also with regard to the price information that remains subject to change and non-binding, unless there is a binding assurance. The validity of the offers created by the Advertising media Toccori is 7 days. The law is responsible for the right to withdraw from the concluded contract with the Advertising media Toccori within a period of 14 days without giving reasons. After this period or by making a down payment for the contract, this is considered accepted, and the Advertising media Toccori begins with the contractually ordered and agreed work. The Advertising media Toccori is the right to grant itself for the completion of executing the order ordered by the customer, a period of 90 days, for this time the customer is bound to his order. The corresponding period begins at the time when the customer has provided all the necessary materials to fulfill the contract components compared to the Advertising media Toccori. If the Advertising media Toccori does not reject within 7 days after receipt of the order, the confirmation on the part of the Advertising media Toccori is deemed to be granted. The Advertising media Toccori is the right to refuse an order for the customer or without giving reasons. Oral side agreements are ineffective. Changes to the conditions, including this written form clause, require the written form. Compliance with a performance period depends on timely self-delivery.

### **§ 3 Scope of services**

The Advertising media Toccori offers the following services: Creation, adaptation and maintenance of websites, other graphics services and design, CD/ DVD-ROM production, internet services and performance pallets, content-production and website-hosting, film and photo production, image processing, Press, office and event service, broadcasting and public relations, office services, print, textile printing and film lettering. The Advertising media Toccori provides its services exclusively according to the wishes and information provided by the order. Installation, instruction and training are only part of the performance obligations of the Advertising media Toccori if this has been agreed in writing. Change and expansion requests only have to take into account the Advertising media Toccori if they are required for technical reasons in order to achieve the purpose of the contract. The customer receives only services related to the listed products at the Advertising media Toccori. With regard to programming, the customer will only be charged with services related to the order.

In the event of a significant change in the contractual obligations of the Advertising media Toccori for the purpose of adapting to the interests of the customer, the Advertising media Toccori can invoice the customer the required additional effort. This also applies to an extensive examination as to whether and on what conditions the change or expansion can be carried out, insofar as the Advertising media Toccori has pointed out in writing. The Advertising media Toccori is entitled to partial deliveries.

### **§ 4 Prices and payment**

The current price models of the Advertising media Toccoi apply to all payments at the time of the order is placed. Fixed prices only apply if the price agreement in individual cases z. B. due to an offer neither contains a price of increasing nor a time limit of the fixed price agreement. The prices do not include the statutory sales tax. Shipping costs, installation, training and other ancillary services are not included in the price, unless otherwise agreed. Additional services are to be paid separately. This applies in particular to additional effort as a result:

- the presentation of data in non -digitized form,
- of the necessary and reasonable use of third party services,
- of effort for license management,
- Research on the Internet
- travel costs

commissioned test, research services and legal exams as well as services provided outside of business hours. If the customer is in arrears with the payment, he must with default interest of:

- For private customers of five percentage points above the base rate, i.e. at 8.37 percent,
- Nine percentage points for companies above the base rate, i.e. at 12.37 percent.

every year he is in arrears. The default interest is incurred even without a reminder when the payment obligation is exceeded. The customer must expect the Advertising media Toccoi to count on older debts. Once the costs of legal tracking have been incurred, the customer's advertising media can initially take payments from the customer at these costs, then to interest and finally to the main performance. For its services and services, the Advertising media Toccoi calls for an advance payment of 50% of the total order value, which the customer must be paid before the start of the work. The exception of this obligation is printing services, foil lettering or textile printing, in which the Advertising media Toccoi calls for the full amount as a prepayment. This obligation only applies to new customers.

Unless expressly agreed in writing, the residual fee is due immediately for payment after accounting. The invoices are payable without any deduction and free of charge. If the contractual partner (customer) refuses acceptance due to poor fulfillment or if he asserts warranty claims, the fee is nevertheless due. In the case of orders that include several units, the Advertising media Toccoi is entitled to take into account the delivery of each individual performance. Molning expenses and the costs, including extrajudicial, legal intervention, are at the expense of the contractual partner. Insofar as items delivered transferred to the property of the contractual partner, this only happens with full payment of the fee including ancillary costs.

### **Shipping e-bills for payment transactions**

With the introduction of the obligation to issue e-bills, the Advertising media Toccoi also switched their invoicing to the sending of e-bills by email. The Advertising media Toccoi sends both formats to the customer to ensure processing and archiving at the customer. By placing an order, the customer will agree to send e-mail to send e-mail.

### **XRechnung format**

This is a structured XML data set that can be read out. This data record does not include any possibilities for a company design. Corporate design, graphic elements or an individual font.

### **ZUGFeRD format**

Since **ZUGFeRD** format are difficult to read for people, the **ZUGFeRD** format was developed. This format is a PDF file in which an XML file is "invisible". The invoice is therefore readable for both humans and the machine and can be adapted to the company design.

## **§ 5 Dates, deadlines and obstacles to performance**

Delivery dates or deadlines that can be agreed bindingly or without obligation require the written form. If the performance of the customer is necessary or agreed for the performance of the Advertising media Toccori, the delivery time is extended by the time that the customer has not fulfilled this obligation. In the event of delays as a result of:

- a) Changes in the customer's requirements.
- b) Inadequate requirements in the application (hardware or software deficits), insofar as they were not known or had to be known to the Advertising media Toccori.
- c) Problems with third-party products are extended accordingly. As far as the Advertising media Toccori their contractual

Services as a result of industrial action, force majeure or other circumstances inevitable for the advertising media for the advertising media cannot or cannot provide them with on time, there are no adverse legal consequences for the Advertising media Toccori. If the customer is commissioned to make changes or additions that are not only minor, dates and deadlines, which are based on the original object of contract, lose their validity.

## **§ 6 Acceptance**

The customer will immediately remove the services of the Advertising media Toccori after completion and / or fulfillment. The services of the Advertising media Toccori are deemed to have been accepted if the Advertising media Toccori have informed the willingness to accept with reference to the importance of failing to declare the declaration of acceptance! Or also:

- a) The customer does not then allow him to identify essential mistakes within a period of time, which allows him to identify essential mistakes, but at the latest after 7 working days, declared the acceptance or refuses to provide detailed defects.
- b) The customer accesses the website or parts of it without further examination for third parties or commissioned the Advertising media Toccori, unless the non -acceptance is not based on a significant defect in the services provided by the advertising media. If the willingness to accept is not communicated, instead of the time of notification, the time at which the customer should have been able to take note of the services.

## **§ 7 Obligation to cooperate**

The customer will provide the necessary data, especially to be cared for content for the service or service to be provided in a timely manner and in digital form. Insofar as the Advertising media Toccori leaves the customer designs and / or trial versions, stating a reasonable period of time for the examination and completeness, the designs and / or test versions are approved with the expiry of 7 days, provided that the Advertising media Toccori does not receive any correction prompt. The customer is responsible for sufficient resources and information within the framework of his obligation to cooperate. The customer is liable for his internet content such as text, sound, media and downloads exclusively and alone. He is obliged to check his content for legal certainty and, if necessary, to commission an update. The Advertising media Toccori is freedom of responsibility for website content and manufactured design and advertising content. As well as or if errors or impairments of the functionality of the services of the Advertising media Toccori such as a website, intranet, web hosting, or in the design correction run pressure or graphic errors appear, the customer will immediately inform the media workshop of this, stating the error specification. The customer is independent for the accuracy of the commissioned content and for pressure or representation errors due to superficial correction on the part of the customer. Since the customer has not instructed the Advertising media Toccori in such a case, he cannot take it in recourse for design or representation errors. The customer also has to inform himself about the corresponding legal certainty in terms of his commissioned media content and to instruct the currently legal presentation variant.

## **§ 8 Usage rights**

The Advertising media Toccori grants the customer an exclusive and transferable right of use. If the Advertising media Toccori provides services for the design of the Internet - presence, the purpose of the website and / or their components in use is not limited. The customer acquires this right with full payment

of the services of the Advertising media Toccoi. At the request of the customer, the customer is obliged to provide the Advertising media Toccoi in writing about the scope of use. When using templates from the customer, the Advertising media Toccoi assumes that they are not burdened with third party rights or that the customer has the right of use required for the order. For the fulfillment of the services, the Advertising media Toccoi also claims third party (foreign license material), which can only be transferred to the customer to a limited extent.

The limited transmission can, among other things, lead to foreign license material no longer or at significantly changed conditions that the Advertising media Toccoi have no influence. In this case, the Advertising media Toccoi will make an effort to use similar material. The Advertising media Toccoi can invoice the customer's costs for foreign license material by submitting the billing of the licensor. There is no further ID with the right -wing components of the performance to be provided.

The customer may only use foreign license material in connection with and within the framework of the services of the Advertising media Toccoi. If the advertising media is used by the licensor because the foreign license material has not been used accordingly, the customer of the Advertising media Toccoi is responsible for replacing the resulting damage. The customer is obliged to inform the Advertising media Toccoi about any illegal use of the license material he becomes aware of, as well as to proceed in court or to support the commercial property rights or to support the Advertising media Toccoi. If the customer violates usage rights by the services of the Advertising media Toccoi e.g. known by warnings of third parties, the Advertising media Toccoi remains free from the claim made.

## **§ 9 Copyright notes and proof of reference**

All copyright and ancillary protection rights of the products and services created or distributed by the advertising media and services are exclusively at the Advertising media Toccoi and their representing persons, and are partially or entirely transferred to the contractual partner or customer by paying a corresponding license fee. The customer grants the Advertising media Toccoi the right to integrate the logo of the Advertising media Toccoi, and / or a text link into services such as internet offer or design items such as film, photo or design template and to link them to each other and the website of the Advertising media Toccoi. The customer will take over all protective notes such as Copyright - notes and other legal reservations.

This also applies in particular to the information on the author attached in the program code. The Advertising media Toccoi reserves the right to use services such as designs and objects, even if they are based on customer templates, for presentation purposes, in particular to include the customer's website in a reference list for advertising purposes and to set the corresponding links.

## **§ 10 Warranty**

The Advertising media Toccoi will carefully carry out the order placed. It can also have the order fully executed or partly by third parties. If the contractual partner does not apply any written orders, the Advertising media Toccoi is free with regard to the type of implementation of the order. This applies in particular to the image and text procession that design, the graphical arrangement and division, the selection of the photo models, the video screenbook, the recording location and the optically technical means used. Deviations from earlier deliveries are not a defect as such. In order to do completely meet the guarantee, two independent correction runs are made available to the customer after the order and after the order work is terminated. After accepting the order items/ services, the Advertising media Toccoi is released from the guarantee. With regard to the application and processing of products or services from third -party providers (e.g. foils, colors, Applets, widgets, promotional items, etc.) To meet the order by the Advertising media Toccoi, the corresponding guarantees of the external providers apply. In this case, the Advertising media Toccoi remains freed from warranty and is not liable for third -party materials. Server defects or failures, delivery difficulties of partners, etc. are also excluded from which the Advertising media Toccoi are promised.

Obvious defects that stand out to an average customer without further ado, the customer of the Advertising media Toccoi must report within 7 working days after delivery by means of a letter enrolled by the advertising media. Defects that are not obvious must be criticized in the Advertising media Toccoi within 7 working days after recognition. Otherwise, claims from these defects cannot be asserted.

The defects, in particular the error messages that have occurred, are to be reproduced in detail (e.g. through error protocols). The contractual partner bears the risk for all circumstances that are not in the person of the Advertising media Toccoi, such as weather conditions in the event of external shots, timely provision of products and props, failure of models, travel reduction, technical server problems, availability of web content, events etc. Danger and costs of the contractual partner.

## **§ 11 Liability**

The customer is liable for his internet content such as text, sound, media and downloads exclusively and alone. He is obliged to check his content for legal certainty and, if necessary, to commission an update. The Advertising media Toccoi is freedom of responsibility for website content. Liability according to the Product Liability Act remains unaffected. This is liable for intentional or grossly negligent breaches of contract with the Advertising media Toccoi. This does not apply to legal representatives and vicarious agents of the Advertising media Toccoi. Liability for data loss is limited by the typical restoration effort. This is based on the damage that would have occurred when taking reasonable security measures (e.g. preparation of security copies). The Advertising media Toccoi is not liable for damage that the result of which did not have to be expected in the context of this contract. Unusual unpredictable damage is therefore not covered by liability. In general, the Advertising media Toccoi speaks free of defects caused by third parties. The Advertising media Toccoi is not liable for warnings for the content of the customer or his legal violations in relation to Internet content. The Advertising media Toccoi generally concludes contracts and agreements with the customer with a general disclaimer. This means that the Advertising media Toccoi works for the customer on instruction against an agreed remuneration and is not informed about operational decisions and processes of the customer. Work is only carried out according to the contractual agreements. Despite the agreement, the responsibility for the contractual goods of the contract is only the responsibility of the contractor in the hands of the contract. There is no guarantee of brute force attacks, hacker attacks or function of internet content as well as server failures.

## **§ 12 Duty of the customer for data backup**

The customer is obliged to adequately protect itself from data loss. Since the reinstallation of software, but also the change in the installed software brings the risk of data loss, the customer is obliged to take precautions against data loss before reinstalling or changing the installed software by comprehensive data backup.

## **§ 13 Data protection and secrecy**

The Advertising media Toccoi stores the data of the customer required as part of the contract initiation and handling (e.g. address data, access code and bank details). In particular, sensitive data from the customer are therefore protected from unauthorized access by owning their own securing. The Advertising media Toccoi commits the customer to keep secluding, which includes the transfer of confidential data and competitors. Both contractual partners will treat information marked confidentially that you become aware of as part of the contract. Software relevant documents such as documentation and especially the source code must be protected from unauthorized access. The Advertising media Toccoi points out that, according to the current state of the art, it is not possible to prevent reproductions of works in particular from graphics or other optical or acoustic design funds that are placed online.

## **§ 14 Termination**

Contracts concluded with the Advertising media Toccoi have a basic term of 12 months. In the case of the contracts concluded, the customer can terminate the end of the contract period at the earliest 3 months before the end of the contract. The contract is extended by 12 months if it is not terminated in writing 3 months before the end of the contract. This applies, unless other written agreements exist. The right to terminate for an important reason remains unaffected. Especially in the event of a violation of § 7 - usage rights - and if the customer is in arrears by paying the remuneration by more than a month, the Advertising media Toccoi can stay without notice. In the event of termination without notice by the Advertising media Toccoi or the early termination by the customer, the contractual partner is obliged to fulfill the contract and payment until the end of the contract. The remaining term from the concluded contract is due immediately when termination is due and will be charged by conclusion.

## **§ 15 License fee**

Unless expressly agreed in writing, the Advertising media Toccori is entitled to a publication license in the event of a usage permit in an agreed or reasonable amount in accordance with the current price. The publication license fee is of course for VAT in its respective legal amount. Without prejudice to the legal claims, the following applies in the event of violation of copyright and / or ancient protection rights to the contractual articles: The claims are entitled to be in charge of fault. In the event of violation of the right to manufacturer's name, there is at least an amount in the amount of the reasonable fee as an intangible damage subject to an additional financial loss. The right to information also applies to the claim for disposal.

## **§ 16 Communications**

Insofar as the contractual partners communicate by electronic mail (email), whatsapp, you recognize the unlimited effectiveness of the declarations of intent transmitted in this way in accordance with the following provisions. The e-mail, WhatsApp must contain the name and address of the sender, tax number and the time of dispatch (date and time) as well as a reproduction of the name of the sender as the conclusion of the message. Confidentiality is not guaranteed for data transmitted unencrypted on the Internet. At the request of the other, each contractual partner provides a coordinated encryption system such as TLS, peer to peer or a corresponding certification key on his page.

Subject to a counter-evidence, an email, which was received as part of the above provisions, is considered to be from the other partner. The liability of the email and thus the text form applies to all explanations that the ordinary contract processing brings. The text form, on the other hand, is excluded in the event of termination, as well as explanations, which a contractual partner expressly requested from this agreement in writing.

## **§ 17 Shop systems of the Advertising media Toccori**

Our terms and conditions with the additional addition to this apply to shop systems offered by the Advertising media Toccori. The corresponding additions to online trading can be found on our corresponding offers.

## **§ 18 Applicable law and place of performance**

The contractual partners agree to the application of German law with regard to all legal relationships from this contractual relationship. German law also applies in cross -border traffic to the exclusion of the UN. The Product Liability Act is not applicable; In any case, liability for others is excluded as personal injury if the contractual partner is an entrepreneur. Halvos and complaints are also included in the costs of extrajudicial legal defense. These general terms and conditions apply to the advertising media of Toccori in accordance with the order and services manufactured accordingly, regardless of the method used or the technology used. The place of jurisdiction Aachen is agreed as a place of performance for all mutual services from the contract.

Version of the terms and conditions 01.01.2024

**Your Advertising media Toccori & Toccori GbR Team**