



TERMS AND CONDITIONS (GTC)

Version of 01/01/2022

1. SCOPE

1.1. The following general terms and conditions apply exclusively to all contracts for planning and services between STUDIO5 and the client. This also applies if the client uses general terms and conditions, and these contain conditions that conflict with or deviate from the general terms and conditions listed here.

1.2. Conditions of the customer that conflict with or deviate from these General Terms and Conditions will not be recognized unless STUDIO5 has expressly agreed to their validity in writing.

1.3. The terms and conditions of STUDIO5 apply to both consumers and entrepreneurs unless a differentiation is made in the respective clause.

2. OFFER - CONCLUSION OF CONTRACT - OFFER DOCUMENTS

2.1. Each order placed with STUDIO5 is a copyright contract, which is aimed at granting rights of use to the work. The examination of the admissibility of the work of the office STUDIO5 under competition law is not part of the contract. It also does not include the ability to register or use the work of STUDIO5 under trademark or other protective law. Corresponding research is the responsibility of the client. For interior design projects, the first appointment is non-binding and free of charge if it takes place in the STUDIO5 offices. For on-site appointments with the customer, STUDIO5 reserves the right to charge a flat fee of €250.00 plus the statutory VAT. In the first appointment, the scope of the offer will be discussed verbally. Should there be a collaboration, the scope of the project will be recorded in writing in the form of a contract (or offer and order placement).

2.2. STUDIO5 reserves all property rights and copyrights to drafts, drawings, and other documents and thus the right to use the planned drafts and drawings anonymously on the Internet and/or print media for documentation and advertising purposes. STUDIO5 also reserves the right to take photos of the converted premises after completion of the project and to use them anonymously on the internet and/or print media for documentation and advertising purposes.

2.3. If drawings or visualizations are supplied as part of the order, these services are always only sketches. The dimensions and information cannot be seen as binding information, for example for direct transfer to third parties (such as craftsmen). The drafts and final artwork may not be changed or passed on to third parties, either in the original or in the reproduction, without the express consent of STUDIO5. A breach of this Section 2.3 Clause 1 and 2 entitles STUDIO5 to demand a contractual penalty of 100 percent of the agreed remuneration in addition to the remuneration to be paid anyway.

2.4. STUDIO5 must be named as the author on the copies. A breach of this provision entitles STUDIO5 to demand a contractual penalty of 100 percent of the agreed remuneration in addition to the remuneration to be paid anyway.

2.5. The scope of the services that STUDIO5 provides for the customer as part of the order results from the service description for the respective project (offer/order placement).

2.6. Suggestions or cooperation by the customer or his employees have no influence on the amount of the remuneration. They do not establish any joint copyright.

2.7. STUDIO5 undertakes to carry out the work carefully in accordance with the order confirmation - and/or the verbal agreement (which is also summarized in writing afterwards - briefly by e-mail). The draft planning includes the draft proposal for a furnishing, decoration and/or colour & material consultation based on the specifications made by the customer and the preferences indicated. A detailed plan is always only created after prior agreement and develops from the draft plans and the feasibility analysis with the executing craft business.

2.8. STUDIO5 does not create any static calculations itself, but always works together with structural engineers or property developers in projects - for structural measures.

2.9.

STUDIO5 does not commission any craftsmen, but only advises on the selection or makes non-binding suggestions. The commissioning of the craftsman's service for the implementation of plans takes place exclusively through the customer.

2.10.

Dimensions and other information about the condition that STUDIO5 provides the customer as a sketch are intended exclusively for private use by the customer. STUDIO5 assumes no liability for the topicality, correctness, completeness, and quality of the information provided. All planning suggestions are only to be understood as an idea sketch. Before they are carried out, it may be necessary to obtain further information and advice from suitable specialists (structural engineers, electricians, building authorities, architects) in accordance with the statutory provisions. If the customer commissions third parties (e.g., craftsmen), the dimensions and information may not be passed on to third parties as binding information. Rather, the customer must arrange for the third party commissioned by him to determine the dimensions and other information himself.

2.11.

The templates provided to STUDIO5 (e.g., photos, illustrations, samples, etc.) are used provided that the customer is authorized to use them.

3. COMPENSATIONS

3.1.

Drafts and final artwork, together with the granting of rights of use, form a uniform service.

3.2.

The rights of use are only transferred to the client after the remuneration has been paid in full.

3.3.

The preparation of plans and all other services that STUDIO5 provides for the client are subject to a fee, unless expressly agreed otherwise. The terms of payment are regulated in writing in the offer or in the placing of the order.

4. DUE DATES OF REMUNERATION, ACCEPTANCE, DEFAULT

4.1.

The remuneration is due as agreed in the offer/order confirmation. It is payable immediately without deduction. If STUDIO5's order requires financial advance payments, advance payments must be made in the full amount of the advance payments.

4.2.

STUDIO5 is only in default with its services if certain completion dates have been agreed as fixed dates. STUDIO5 is not responsible for an unforeseeable failure of the contact person responsible for the project, force majeure and other events that were not foreseeable at the time the contract was concluded.

4.3.

If a date for the provision of services has been agreed and STUDIO5 is unable to meet this date due to force majeure, all customer claims against STUDIO5 arising from this delay shall lapse. Strikes, as well as the death or long-term illness of a STUDIO5 employee involved in the project are considered force majeure. The agreed execution periods are extended accordingly.

4.4.

Acceptance may not be refused for creative or artistic reasons. There is freedom of design within the scope of the order.

4.5.

In the event of late payment, STUDIO5 can charge default interest of eight percent above the respective base interest rate of the European Central Bank p. a. Craving. The assertion of a proven higher damage remains reserved

5. CLAIMS FOR DAMAGES, CLAIMS FOR DEFECTS

5.1.

Contractual and legal claims for damages by the customer against STUDIO5 are excluded, unless they are based on a grossly negligent breach of duty by STUDIO5, its legal representatives or its vicarious agents.

5.2.

STUDIO5 assumes no liability for the completeness and correctness of the dimensions and other information provided by the customer. STUDIO5 also accepts no liability for damage caused by third parties using the dimensions and other information determined by STUDIO5.

5.3.

The customer is aware that the services of STUDIO5 are based on the individual aesthetic ideas of the person planning STUDIO5. Since aesthetic perception is not accessible to an objective assessment, the customer's claims for defects are excluded regarding the creative services provided by STUDIO5.

6. SPECIAL SERVICES, ADDITIONAL AND TRAVEL EXPENSES

6.1.

The design work offered includes agreed correction/change loops. Each additional one will be charged at cost. Special services such as reworking or changing drafts and plans will be charged separately based on the time spent.

6.2.

After prior agreement with the client, STUDIO5 is entitled to request the external services necessary to fulfil the order in the name and for the account of the client. The client undertakes to grant STUDIO5 a corresponding power of attorney.

6.3.

Insofar as contracts for external services are concluded in the name and for the account of STUDIO5 in individual cases, the client undertakes to release STUDIO5 internally from all liabilities resulting from the conclusion of the contract.

6.4.

Expenditures for technical ancillary costs, for special materials, to produce models, samples, etc., are to be reimbursed by the client.

6.5.

Travel costs and expenses for trips undertaken in connection with the order and agreed with the client are to be reimbursed by the client.

6.6.

The monitoring of external services by STUDIO5 only takes place based on a special agreement. When taking over the monitoring of external services, STUDIO5 is entitled to make the necessary decisions at its own discretion and to give appropriate instructions. STUDIO5 is not liable for defects in the external services provided.

7. OWNERSHIPS OF DESIGNS AND DATA

7.1.

Only rights of use are granted for drafts and final artwork, but ownership is not transferred.

7.2.

The data and files created in fulfilment of the contract remain the property of STUDIO5. STUDIO5 is not obliged to hand over data and files to the client. If the client wishes their release, this must be agreed and paid for separately.

7.3.

If STUDIO5 has made data and files available to the customer, these may only be changed and/or forwarded to third parties with the prior consent of STUDIO5.

7.4.

All the items specified in Sections 7.1 to 7.4 are shipped at the risk and for the account of the customer.

8. LIABILITIES

8.1.

STUDIO5 assumes no liability towards the client for orders placed with third parties in the name and on account of the client. In these cases, STUDIO5 only acts as an intermediary.

8.2.

The services provided by STUDIO5 are based on the customer's specifications and briefings. The customer is solely responsible for errors, misunderstandings and changes that can be traced back to incorrect or incomplete information provided by the customer.

8.3.

Liability for contractual breaches of duty and tort is limited to intent and gross negligence. Insofar as STUDIO5 can be accused of simple negligence, liability is limited to the amount of the order total.

8.4.

With the approval of drafts or final drawings by the customer, the latter assumes responsibility for the draft, the technical and functional correct execution of which is the responsibility of the third-party company commissioned in each case.

8.5.

STUDIO5 shall not be liable for such drafts and/or final artwork released by the customer.

8.6.

Complaints and/or obvious defects must be made in writing to STUDIO5 within 5 days of delivery of the draft/planning. The timely dispatch of the complaint is sufficient to meet the deadline.

8.7.

STUDIO5 assumes no liability for data loss due to force majeure or file damage. STUDIO5 can refuse updates to an existing file in the event of data loss or, in consultation with the client, can invoice the reproduction at cost.

9. FREEDOMS OF DESIGN, PERFORMANCE OF THE ORDER AND TEMPLATES

9.1.

There is freedom of design within the scope of the order. Complaints regarding the artistic design are excluded. If the customer requests changes during or after the active project phase, he must bear the additional costs caused by this.

9.2.

If the execution of the order is delayed for reasons for which the client is responsible, STUDIO5 can demand a reasonable increase in remuneration. STUDIO5 can also assert claims for damages in the event of intent or gross negligence. The assertion of further damage caused by default remains unaffected.

9.3.

The client assures that he is entitled to use all templates handed over to STUDIO5. If, contrary to this insurance, he is not entitled to use it, the client shall indemnify STUDIO5 from all third-party claims for compensation.

10. PRIVACIES

All personal data that the client transmits for the purpose of fulfilling the order will be treated confidentially and will not be passed on to third parties. STUDIO5 stores customer data that enables the order to be processed. STUDIO5 takes economically and technically reasonable and possible precautions to prevent unauthorized access by third parties to this data. Without the customer's consent, STUDIO5 only collects the data that is necessary for the execution of the order and the execution of the contract. By sending the order confirmation, the customer agrees to the storage of his personal data.

11. TERMINATIONS OF CONTRACT

If the client terminates the contract prematurely, STUDIO5 will receive the agreed remuneration, but must allow for expenses saved or substitute orders carried out or maliciously omitted to be offset (§ 649 BGB). The parties agree on a lump sum for the services and expenses provided up until the termination as follows: in the event of termination before the start of work, 10 percent of the agreed remuneration. In the event of termination during a service phase, 100 percent of the agreed remuneration for the respective service phase. In addition, deviating individual agreements are possible. The customer reserves the right to prove lower services or higher expenses.

12. PLACE OF PERFORMANCE, CHOICE OF LAW, JURISDICTION

12.1.

Unless otherwise stated in the contract, the place of performance and payment is the place of business of STUDIO5.

12.2.

This contract is governed by the law of the Federal Republic of Germany.

12.3.

The exclusive place of jurisdiction for contracts with merchants, legal entities under public law or special funds under public law is the court responsible for STUDIO5's place of business. If the customer is a consumer and does not have a general place of jurisdiction in Germany or another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract is also the place of jurisdiction of STUDIO5.

13. RESERVATIONS OF TITLE

The BGB retention of title applies. Services provided, sketches and plans prepared remain the property of STUDIO5 until full payment has been made.

14. SEVERABILITY

Should individual provisions of these General Terms and Conditions be ineffective and/or void, the remaining provisions shall remain unaffected. The contracting parties are obliged to replace the ineffective and/or void provision with one that comes as close as possible to the ineffective and/or void provision and is effective.