



Terms and Conditions for Creative Orders

Stefan Biedermann / DSLFL Fonts Type Foundry

1 Validity

These General Terms and Conditions of Contract (GTCC) apply to all design orders (creative services) between the Designer Stefan Biedermann/DSLFL Fonts Type Foundry (hereafter referred to as »DSLFL«) and his Client (»Client«). They are not applicable to the sale of originals or to commercial services.

2 Basis for the Collaboration

- 2.1 The basis of each order is a framework (briefing) specified by the client, the requirements of which are to be fulfilled by DSLFL. Within the briefing, there is freedom of design in the fulfillment of the order.
- 2.2 DSLFL shall create the work on his own responsibility; however, he shall be entitled to call on the services of competent employees or cooperation partners.
- 2.3 Any advice given by DSLFL shall relate exclusively to the specialist field of design; liability for the "advice of the specialist" pursuant to ABGB (Austrian Civil Code) (§ 1299) shall be limited to this field.
- 2.4 The Client shall ensure that all documents and circumstances as well as instructions necessary for the optimal fulfillment of the order are made available to DSLFL in a timely and complete manner.

3 Copyright and Right of Use

- 3.1 Unless otherwise agreed between the Client and DSLFL, DSLFL shall grant the Client a right to use the work (exclusive right of use). Any programming services shall be excluded from this.
- 3.2 Upon full payment of the total fee and the ancillary costs, the Client shall acquire the agreed right of use to the works created in fulfillment of the order in the version delivered, for the agreed purpose and scope of use. If no agreements have been made regarding the purpose and scope of use, the minimum scope required for the fulfillment of the order shall apply. Any other or more extensive future use requires DSLFL's fee-based consent.
- 3.3 Any modification, adaptation or imitation of the works provided for use shall not be permitted unless the right of adaptation has been granted in writing and against payment of a fee.
- 3.4 The rights granted to the Client (or, in the case of agencies, to their customers), the purchaser of the use, may only be passed on to third parties, whether for a fee or free of charge, with the express consent of DSLFL.
- 3.5 The Client shall not acquire ownership of the designs, elaborations and computer data. In the event of singular succession, all rights and obligations shall pass to the legal successor, but only to the extent agreed between DSLFL and his customer. Any extension of use by the legal successor requires the consent of DSLFL in any case.

- 3.6 If the customer wishes to continue to use the concepts, ideas or works developed or designed unchanged after completion of the order, withdrawal or termination of a framework or service agreement, this requires the granting of the unrestricted right of use; if these are to be changed, updated or used as a basis for further developments by third parties or the customer, the granting of the right to processing by third parties is also required. If the Client wishes the computer data to be handed over, this shall require an additional agreement.

4 Remuneration for Presentations

- 4.1 All services of DSLFL shall be rendered against payment; only the preparation of performance, time and cost schedules necessary for the submission of an offer shall be free of charge.
- 4.2 The invitation of the Client to prepare a presentation with preliminary drafts shall be deemed to be an order to provide a defined service content. The amount of the presentation fee can be freely agreed upon and, unless otherwise agreed upon, shall comprise half of a customary design fee as reasonable remuneration pursuant to §§ 1004, 1152 ABGB (Austrian Civil Code). With the execution of the presentation, a presentation order shall be deemed to have been placed, accepted and fulfilled.
- 4.3 If, after the presentation, the Client or the awarding authority of a presentation competition does not award any contract at all or only a substantially reduced contract to DSLFL or a co-applicant for the presentation, DSLFL shall be entitled to the full design fee instead of the reduced presentation fee.
- 4.4 The presentation fee does not include the granting of rights of use.

5 Performance, External Services and Production Monitoring

- 5.1 For the provision of the requested service including the transfer of the production data, an appropriate fee shall be deemed to have been agreed in accordance with §§ 1004, 1152 ABGB (Austrian Civil Code). The transfer of development data shall only be part of the service if it has been agreed in writing and in return for an appropriate additional fee.
- 5.2 DSLFL shall be authorized to perform any necessary or agreed ancillary services in connection with the order himself for a customary fee or to commission third parties in the name and for the account of his Client.
- 5.3 The coordination and monitoring of the reproduction/production (as well as color matching or print monitoring) can be assigned by the client to external production specialists or DSLFL. They require a separate order and are carried out against payment.



6 Return and Safekeeping

- 6.1 The Client shall receive all documents, interim results, drafts, concept descriptions and elaborations in trust. Until the acquisition of the rights of use and in the event of refusal (waiver of use), the Client shall not be permitted to make copies thereof, to store them in computer systems or to make them available to third parties for viewing or further processing, except for the purpose of decision-making by opinion research institutes.
- 6.2 As soon as they are no longer required for the agreed use, original drafts and computer data shall be returned or handed over to DSLFF undamaged at the risk and expense of the Client.

7 Liability

- 7.1 DSLFF shall not be liable for slight negligence. In the event of gross negligence, he shall be liable up to the amount of his fee (excluding incidental expenses and value-added tax).
- 7.2 DSLFF must be notified of any defects and requested to remedy them within a reasonable period of time immediately after receipt of the services. The Client shall bear any costs incurred by third parties despite DSLFF's willingness to remedy defects. A claim for rectification of defects shall expire after six months.
- 7.3 DSLFF shall not be liable for the legal admissibility of the drafts and designs, in particular with regard to competition, trademark and administrative law. Likewise, DSLFF shall not be liable for the correctness of text and images if work has been approved by the Client or if a template has at least been offered to the Client for checking purposes.
- 7.4 Insofar as DSLFF commissions necessary or agreed external services from third parties on behalf of and for the account of the Client, the respective contractors shall not be vicarious agents of DSLFF.
- 7.5 The documents provided by the Client (photos, texts, models, samples, etc.) shall be used by DSLFF on the assumption that the Client is entitled to use them and that no third-party rights are infringed in the course of processing or use. The Client shall be liable to DSLFF pursuant to Section 86 of the German Copyright Act (UrhG) for any kind of unlawful use in the amount of twice the appropriate fee for such use, insofar as such use was at least negligently enabled or tolerated by the Client.

8 Naming and Reference Copy

- 8.1 Pursuant to § 20 UrhG (German Copyright Act), DSLFF shall be entitled to affix his name or pseudonym, company name or logo to any work/product designed by him as well as to any advertising material for it or publications about it. The form and duration of the marking may be agreed with the Client.
- 8.2 Pursuant to § 26 UrhG (German Copyright Act), DSLFF shall in any case retain the right to use illustrations of the works/products designed by him in printed form for the purpose of self-advertising (promotion) or to make them available for this purpose on the worldwide Internet.
- 8.3 In the case of three-dimensional objects, DSLFF shall be entitled to be provided, free of charge, with photocopies of the objects produced with the aid of his design and to be provided with a specimen copy, provided that the latter is not associated with disproportionately high costs. In the case of printed works, DSLFF shall be entitled to at least five copies of the works designed by him.

9 Withdrawal and Cancellation

- 9.1 The Client and DSLFF shall be entitled to withdraw from the order after submission of the initial presentation without stating reasons, in which case the Client shall pay the presentation fee in accordance with item 4.2. of the General Terms and Conditions of Business.
- 9.2 If the Client cancels the order or reduces the scope of the order during the design or execution phase or within an existing framework agreement for reasons for which DSLFF is not responsible, the Client shall be obliged to pay the design fee plus the ancillary services and costs incurred up to that time.
- 9.3 Irrespective of the foregoing, DSLFF shall be entitled to charge the Client a fee for the work capacity provided and not used and for any damage suffered as a result. The charging of a fee for use shall not apply; all rights shall remain with DSLFF.

10 Final Provisions

- 10.1 Any agreement deviating from or supplementing the GTCC as well as all framework agreements must be in writing.
- 10.2 Austrian law shall apply exclusively. The place of performance and jurisdiction is DSLFF's place of business.

Status: March 10th, 2023