

## **General Terms and Conditions (GTC)**

### *Advertising media Toccori & Toccori GbR*

General Terms and Conditions of Advertising media Toccori & Toccori GbR, Eschweilerstraße 70, D-52477 Alsdorf, (legally represented by Toccori Silke & Franco), VAT No.: 202/5418/1358 - VAT ID No.: DE271539089, hereinafter referred to as "Advertising media Toccori". These General Terms and Conditions (GTC) apply to all services, products, and deliverables of Advertising media Toccori, in particular in the areas of media design, web development, hosting, consulting, photography, textile printing, vinyl lettering, printed materials, and other agency services. Any differing terms and conditions of the client are not recognized unless Advertising media Toccori expressly agrees to their validity in writing.

### **§ 1 Scope of application**

- (1) These General Terms and Conditions (GTC) apply to all contracts, services and offers of Advertising media Toccori & Toccori GbR to its clients.
- (2) By placing the order, the client acknowledges these terms and conditions as binding.
- (3) Deviating or supplementary agreements shall only apply if they have been expressly agreed upon between the parties. Individual agreements shall take precedence over these General Terms and Conditions.
- (4) Any conflicting or deviating terms and conditions of the client shall not apply unless Advertising media Toccori has expressly agreed to their validity.

### **§ 2 Conclusion of Contract**

- (1) Offers from Advertising media Toccori & Toccori GbR are non-binding and subject to change unless they are expressly designated as binding.
- (2) A contract is concluded when the client accepts an offer from Toccori Advertising Media or when a written order confirmation is issued. Acceptance can also be effected by payment of a deposit or by delivery of the materials required for the execution of the order.
- (3) Individually prepared offers remain valid for 7 days unless a different period is specified in the offer.
- (4) The client is obligated to provide all content, data, and materials necessary for the performance of the services completely, correctly, and in a timely manner. Performance deadlines only begin once all necessary information has been received.
- (5) Toccori advertising media is entitled to refuse orders in whole or in part if there are objective reasons.
- (6) Individual agreements between the parties take precedence over these General Terms and Conditions. Amendments and additions must be in writing.

### **§ 3 Scope of Services**

- (1) The specific scope of services is defined in the respective offer, order confirmation, or individually agreed project documents. Advertising media Toccori & Toccori GbR provides services in particular in the areas of web design, web development, website maintenance, graphic design, content creation, photography, image editing, prepress, textile printing, and other media and design services.
- (2) The services will be provided according to the client's specifications and wishes. The provision of services is contingent upon the client providing all necessary information, content, and materials

completely, accurately, and on time. Delays due to missing or incorrect content will extend agreed deadlines accordingly.

(3) Installation, instruction or training are only included in the scope of services if this has been expressly agreed.

(4) Unless otherwise agreed, the client shall receive up to two revision rounds per project phase. Further changes or additional revisions shall be considered additional work and will be billed separately.

(5) Change or expansion requests from the client will be considered if they are necessary to achieve the purpose of the contract or are agreed upon separately. Additional work will be billed according to the applicable hourly rates or as per a separate offer.

(6) Any content provided or changed by the client after the start of the project will be considered a change request and may result in additional costs.

(7) Advertising media Toccari is entitled to provide partial services, provided that these are reasonable for the client.

(8) For hosting or maintenance services, Advertising media Toccari is obligated to perform carefully, but not to guarantee permanent availability or specific response times, unless these have been expressly agreed upon.

(9) For creative services (e.g., design, layout, photography, text), artistic freedom is granted. Complaints regarding artistic design are excluded, provided the service conforms to the agreed scope.

#### **§ 4 Prices and Payment**

(1) The prices of Advertising media Toccari & Toccari GbR valid at the time the order is placed shall apply, unless a fixed price has been expressly agreed. All prices are subject to statutory value added tax.

(2) Shipping costs, travel expenses, installations, training, printing costs, material costs, license fees and other ancillary services are not included in the price and will be charged separately unless otherwise agreed.

(3) Additional services and extra expenses will be remunerated separately. This applies in particular to:

- Subsequent change requests,
- missing or incorrect customer data,
- additional research work,
- Testing -, auditing or legal research services,
- License management and procurement of third-party software (e.g., plugins, themes , fonts),
- Third-party services (e.g. hosting, printing companies),
- Working outside of regular business hours,
- Reprocessing of data or format conversions.

(4) Additional expenses will be charged at the current hourly rates of Toccari Advertising Media. The client will be informed in advance if additional expenses are anticipated.

(5) New customers must make a down payment of 50% of the order value before work begins. For printing, textile printing, or vinyl lettering orders, the full amount is due before production begins. Different payment terms may be agreed upon for existing customers.

(6) Unless otherwise agreed, invoices are payable within 14 days of the invoice date without deduction. A payment term of 7 days may be agreed for new customers.

(7) If the client defaults on payment, the statutory default interest rates shall apply:

- For consumers: 5 percentage points above the base interest rate,
- For entrepreneurs: 9 percentage points above the base interest rate.

The following reminder levels also apply: – 1st reminder: free of charge,

- 2nd reminder: Reminder fee of €5.00,
- 3rd reminder: Reminder fee of €15.00 and announcement of further legal action.

Payments are first applied to costs, then to interest, and finally to the principal.

(8) Returned direct debits are at the expense of the originator. A processing fee of €12.00 will be charged for each returned direct debit, in addition to any fees charged by the bank.

(9) Until all claims have been paid in full, delivered products, print data, layouts, designs and digital works remain the property of Advertising media Toccori. Rights of use are transferred only after full payment.

(10) In the event of late payment or outstanding invoices, Advertising media Toccori is entitled to suspend ongoing work or temporarily deactivate services (e.g. hosting, maintenance, support, domain services) until all outstanding amounts have been settled.

(11) Hosting, maintenance, and service contracts have a minimum term of 12 months and are automatically renewed for a further 12 months unless terminated in writing at least 30 days before expiry. Price changes for existing contracts will be communicated to the client at least 30 days in advance.

(12) The following response times apply to support requests:

- Standard inquiries: within 48 hours on working days,
- Malfunctions or technical problems: within 24 hours on working days.

There is no entitlement to immediate processing.

(13) Price information in brochures, advertisements, on the website or in other media is non-binding and does not constitute a legally binding offer.

(14) Invoices are -sent as standard electronic invoices via email in XRechnung and/or ZUGFeRD format. By placing an order, the customer agrees to electronic invoicing.

## **§ 5 Dates, Deadlines and Obstacles to Performance**

(1) Delivery and performance dates are only binding if they are expressly agreed upon as such and confirmed in writing by Advertising media Toccori. All other information is non-binding indicative dates.

(2) Adherence to deadlines is contingent upon the client providing all necessary information, content, access data, approvals, and materials completely, correctly, and on time. Delays due to a lack of cooperation or late cooperation will automatically extend agreed deadlines by the corresponding duration plus a reasonable processing time.

(3) If an agreed payment is not made on time, all deadlines will automatically be extended by the duration of the payment delay plus a reasonable processing time. Advertising media Toccari is entitled to suspend work until payment is received.

(4) The following response times apply to approvals:

- Drafts, layouts, corrections or interim results must be reviewed within 5 working days.
- If no response is received, the release is considered granted (deemed acceptance).
- Changes made after the deadline are considered additional work.

(5) Acceptance upon commissioning:

- If a project is used productively or published, the work is considered accepted.
- Subsequent change requests are considered additional work.

(6) Go -Live processes:

- Go -live only occurs after the GoLive checklist has been fulfilled (technical check, content, legal information, mobile display, loading times, security).
- The client confirms fulfillment in writing or by email -.
- Points that have not been checked are considered approved.

(7) Test environments:

- Services can be provided in a test environment.
- Deviations between the test and live -environment do not constitute a defect.
- Adjustments due to different environments are considered an additional expense.

(8) Test data and real data:

- Test data can be used during development.
- The client will provide all real-time data in a timely manner.
- Deviations due to data quality or data volume do not constitute a defect.
- Adjustments resulting from the changeover are considered additional expenses.

(9) Delays may arise in particular from:

- Subsequent change or expansion requests,
- missing or delayed approvals,
- insufficient technical prerequisites,
- Problems or outages from third-party providers (hosting, plugins, themes , APIs, printers),
- missing access data,
- Delayed responses from the client,
- technical changes due to platforms (CMS -updates, browser updates, social media APIs),
- official regulations or testing processes.

(10) Changes to the scope of services:

- If changes are requested, previously agreed deadlines become invalid.
- New dates will be scheduled based on effort and availability.

(11) Escalation levels in case of project standstill:

- Stage 1: Reminder after 7 days without response.
- Stage 2: Project break after 14 days.
- Stage 3: Completion or termination after 30 days of inactivity. Services already rendered must be compensated.

(12) Postponements by the client may cause additional costs, especially in the case of printing or publication deadlines.

(13) Obligations of the contracting authority:

- Availability during the project duration.
- Provision of all legal content (legal notice, privacy policy, terms and conditions).
- Ensuring valid licenses for third-party software.
- Provision of all domain -permissions and auth codes.

(14) GDPR -obligations:

- The client is responsible for the legality of all content.
- Toccori advertising media does not undertake any legal review.
- GDPR- -relevant adjustments must be commissioned separately.

(15) Browser -compatibility:

- Optimization is performed for current versions of common browsers.
- Compatibility with outdated browsers or exotic devices is not guaranteed.
- Adjustments are considered additional services.

(16) Caching -Systems and CDN:

- Delayed updates due to caching or CDN do not constitute a defect.
- Adjustments to the cache -configuration are considered additional services.

(17) Email -deliverability:

- Toccori advertising media assumes no guarantee of deliverability.
- DNS -entries (SPF, DKIM, DMARC) are the responsibility of the client.

(18) Cookie -banners and tracking tools:

- Setup is only carried out upon request.

- The client bears the legal responsibility.

(19) Accessibility:

- Barrier-free implementation will only be carried out if explicitly agreed upon.
- Deviations from WCAG -standards do not constitute a defect.

(20) Performance -optimization:

- Performance depends on hosting, data volume, and third-party providers.
- Specific loading times or PageSpeed -scores are only owed if expressly agreed upon.

(21) Security updates:

- Security updates are only included in a maintenance contract.
- If a recommended update is omitted, Advertising media Toccoi is not liable for any resulting damages.

(22) Backups:

- Regular backups are only performed as part of a maintenance contract.
- Without a contract, the client is responsible for backups.

(23) Data storage:

- Project files are kept for a maximum of 90 days after completion.
- They can then be deleted.

(24) Data portability:

- Data exports are only carried out by prior arrangement and are considered an additional service.

(25) Malware and compromised systems:

- Toccoi advertising media is not liable for damages caused by compromised systems of the client.
- Restoration work is considered an additional service.

(26) E-commerce systems and payment providers:

- Disruptions or changes by payment providers do not constitute a defect.
- Adjustments due to external changes are considered additional work.

(27) Newsletter-systems:

- Deliverability depends on external factors.
- Toccoi advertising media assumes no guarantee for delivery rates.

(28) Social-media integrations:

- Changes made by social -media platforms can affect functionality.
- Adjustments are considered additional work.

(29) Third-party -APIs:

- API -changes, limitations, or outages do not constitute a defect.
- Adjustments are considered additional services.

(30) Interface -Monitoring:

- Monitoring is only carried out as part of a maintenance contract.

(31) Server -Limits:

- Reaching hosting -limits does not constitute a deficiency.
- Adjustments are considered additional services.

(32) Content -delivery deadlines and content freeze:

- Content must be delivered by the agreed deadline.
- In case of delayed delivery, deadlines will be extended accordingly.
- A content freeze can be set shortly before the go- live.

(33) Image rights and copyrights:

- The client ensures that they have all necessary usage rights.
- Toccori advertising media is not liable for copyright infringements caused by customer data.

(34) Technical dependencies:

- Changes caused by CMS -updates, browser updates, or external services do not constitute a defect.
- Adjustments are considered additional services.

(35) Toccori advertising media is entitled to provide partial services, provided that these are reasonable.

(36) Force majeure, industrial action, network disruptions or other unforeseeable events shall extend the performance deadlines by the duration of the disruption. Claims for damages arising therefrom are excluded.

## **§ 6 Acceptance**

(1) Upon completion of the agreed services, Advertising media Toccori will notify the client that the services are ready for acceptance. The client is obligated to carefully inspect the services immediately, but no later than within 7 working days, and to declare acceptance or refuse acceptance in writing, specifying concrete, verifiable defects.

(2) If no response is received within this period, the service shall be deemed accepted (deemed acceptance). This also applies if the client delays or refuses acceptance without stating reasons.

(3) Acceptance in partial steps:

- For extensive projects, acceptance can take place in defined partial deliveries.
- Each partial acceptance is considered an independent acceptance.
- Following partial acceptance, any subsequent change requests for this section will be charged separately.

(4) Acceptance protocols:

- An acceptance report can be prepared upon request.
- The protocol documents the state of the service at the time of acceptance.
- Undocumented defects are considered not to exist, unless they were hidden.

(5) Automatic acceptance at Go -Live:

- If a go-live occurs at the request of the client or through their approval, the service is automatically considered accepted.
- This also applies if individual points of the Go -LiveChecklist have not been checked by the client.

(6) Acceptance during productive use:

- The service is considered accepted as soon as the client uses the website, parts of it, or other work results productively or makes them publicly accessible.

(7) Acceptance during data migration:

- If data is transferred from existing systems, the migration is considered accepted as soon as the data is visible or usable in the target system.
- Deviations due to faulty, incomplete, or inconsistent source data do not constitute a defect.
- Subsequent data cleansing is considered an additional expense.

(8) Acceptance of print data (soft proof / hard proof):

- Print data is considered approved once the client has released a soft proof or hard proof .
- Color variations due to different output devices, monitors or printing processes do not constitute a defect.
- Subsequent changes after approval are considered additional services.

(9) Acceptance for textile printing or foil lettering:

- Acceptance is based on the approved print or plot files.
- Material-related deviations (e.g., structure, color, feel) do not constitute a defect.
- Subsequent changes after production release are excluded.

(10) Acceptance in the case of hosting -or maintenance contracts:



- For hosting -or maintenance services, acceptance occurs upon provision of the service.
- Ongoing services are considered accepted unless the client raises specific objections within 7 working days of provision.
- Regular maintenance work does not constitute a defect.

(11) Minor defects do not justify refusal of acceptance. These will be remedied under the warranty.

(12) If the readiness for acceptance is not expressly communicated, acceptance shall be deemed to have taken place as soon as the client should reasonably have been aware of the completion.

(13) A refusal to accept delivery is only valid if the client describes all defects specifically, comprehensibly and in detail. General objections are not considered a valid refusal to accept delivery.

(14) After acceptance, subsequent change requests, additions or modifications are no longer part of the original service and are considered additional expenses to be remunerated separately.

(15) If the client delays acceptance without a valid reason, Advertising media Toccoi is entitled to unilaterally determine acceptance and invoice the services.

(16) Acceptance covers only the contractually agreed services. Extensions, additional functions or subsequent change requests are not part of the acceptance.

## **§ 7 Cooperation Obligations**

(1) The client shall provide all information, content, access data, materials and approvals required for the performance of the services completely, correctly and in a timely manner in digital form. This includes in particular texts, images, videos, logos, legally required information and all content to be uploaded.

(2) The client is obliged to check all content for accuracy, completeness and legal compliance before making it available. This includes in particular:

- Copyright and usage rights,
- Trademark and personality rights,
- Data protection and GDPR -regulations,
- Legal notice and information obligations,
- Pricing information, product information and mandatory texts,
- Youth protection and advertising regulations.

(3) Advertising media Toccoi does not undertake any legal review of the content provided by the client. The client is solely responsible for the legality of all content (texts, images, videos, downloads, products, prices, legal information).

(4) If drafts, revisions, test versions, or previews are provided for review, the client must carefully examine them within 7 working days and notify the client in writing of any desired changes or defects. If no feedback is received within this period, the drafts or test versions provided are deemed approved (deemed approval).

(5) The client is obligated to inform Advertising media Toccoi immediately of any errors, malfunctions, or other deviations that occur and to describe them as specifically as possible. If timely notification is omitted, any resulting damages or additional expenses cannot be claimed.

(6) The client is responsible for the accuracy of the content they have approved. Advertising Media Toccari is not liable for printing -, display -, or production errors resulting from insufficient or superficial review by the client.

(7) If print data, graphics, layouts or other media are approved by the client, Advertising media Toccari is not liable for errors discovered after approval. Subsequent changes are considered additional services.

(8) The contracting authority shall ensure that all technical requirements for the performance of the services are met, in particular:

- functional server and hosting environments,
- valid licenses for third-party software,
- working login credentials,
- sufficient system resources,
- Compatible browser and device configurations.

(9) The client shall ensure that all data provided is free of malware. Damages caused by infected files shall be borne by the client.

(10) The client is obligated to inform Advertising media Toccari of any legal changes or necessary updates to its content. If such information is omitted, Advertising media Toccari is not liable for any resulting legal risks.

(11) Delays caused by lack of cooperation, late provision of content, lack of approvals or insufficient technical requirements will automatically extend agreed deadlines and may result in additional costs.

(12) If the client fails to provide content or materials, or provides them late, Advertising media Toccari is entitled to pause the project or set new deadlines. Expenses already incurred must be reimbursed.

(13) The client is obliged to make all decisions necessary for implementation in a timely manner. Delays due to the client's internal coordination processes shall extend the deadlines accordingly.

(14) The client shall ensure that all provided content is in a common, usable format. Any necessary conversions, data cleansing, or formatting shall be considered additional services.

(15) If content is provided by third parties of the client (e.g. photographers, copywriters, agencies), the client is liable for its quality, legality and adherence to deadlines.

(16) The client is obliged to ensure the quality, structure and completeness of the source data during data migrations. Faulty or incomplete data does not constitute a defect.

(17) The Client shall ensure that all -access, tokens, API keys and permissions required for social media integrations, APIs, newsletter systems or eCommerce functions are provided.

(18) The client is responsible for backing up their data unless a maintenance or backup agreement exists. Advertising media Toccari is not liable for data loss due to the client's failure to perform backups.

(19) The client is obligated to inform Advertising media Toccari in a timely manner of any planned changes to hosting, domains, servers, DNS -entries, or third-party systems. Failure to do so will render Advertising media Toccari liable for any resulting disruptions.

(20) The client shall ensure that all content to be published has been finalized and approved. Subsequent changes shall be considered additional services.

(21) The client is obliged to securely manage all passwords, access credentials and authorizations relevant to the implementation and not to disclose them to unauthorized third parties. Security risks resulting from improper management are the client's responsibility.

(22) If legal requirements (e.g., GDPR, Price Indication Ordinance, legal notice requirements) are not complied with, the client bears sole responsibility. Advertising media Toccari accepts no liability for legal violations committed by the client.

## **§ 8 Rights of Use**

(1) Advertising Media Toccari grants the client a simple, spatially and temporally unlimited right of use to the work results created within the scope of the contract, unless otherwise agreed. The transfer of exclusive or more extensive rights of use only occurs on the basis of an express written agreement.

(2) The rights of use are transferred to the client only upon full payment of all fees. Until full payment, all rights remain with Advertising media Toccari. Use prior to full payment is only permitted with written consent.

(3) The purpose of use includes the agreed use of the created services, in particular websites, graphics, layouts, texts, print data, social -media content, advertising materials, brand materials, and other digital or analog media. Any use beyond the agreed purpose requires prior written consent.

(4) The client is obliged to provide Advertising media Toccari with written information about the scope of use upon request.

(5) If the client provides templates, materials, or content, the client guarantees that they possess all necessary rights of use and that no third-party rights are infringed. The client is solely liable for any legal infringements caused by content they provide.

(6) Toccari Advertising Media may use third-party licensed material (e.g., stock photos, fonts, plugins, themes , templates, software, sound effects, videos) to provide its services. This material is transferred to the client only within the framework of the respective license terms and often only to a limited extent. This may include, in particular, temporal, geographical, or content-related restrictions.

(7) It may happen that third-party licensed material becomes unavailable in the future or may only be used under changed conditions. Advertising media Toccari has no influence over this. In such cases, Advertising media Toccari will make every effort to provide comparable material. However, there is no entitlement to this.

(8) The costs for third-party licensed material may be invoiced to the client upon presentation of the license invoice. No further disclosure of third-party material will be made.

(9) The client may use third-party licensed material only in connection with the services provided by Advertising media Toccari. Isolated use, distribution, modification, or sublicensing is prohibited without the express consent of the licensor.

(10) If Advertising media Toccari is held liable by the licensor or a third party because of an unauthorized use of the licensed material by the client, the client shall indemnify Advertising media Toccari against all claims and reimburse all resulting damages, costs and expenses.

(11) The Client is obliged to inform Advertising media Toccori immediately of any unlawful use of the licensed material that comes to his attention and to cooperate in the enforcement of intellectual property rights.

(12) If the client becomes aware of infringements of usage rights through the services of Advertising media Toccori (e.g. through warnings from third parties), Advertising media Toccori shall be free from all claims, provided that the infringement is based on content provided by the client or on use outside the agreed scope.

(13) Open -Source Software:

- When open -source components are used, only the respective license terms of the open source projects apply.
- Toccori advertising media assumes no liability for restrictions, security risks or license changes of Open -SourceSoftware.
- The client accepts that open -source licenses may contain certain terms of use or disclosure obligations.

(14) Webfonts and font licenses:

- Fonts and web fonts are often subject to strict licensing conditions.
- The client only receives the usage rights that are permitted under the respective license.
- Distribution or use outside of the project is prohibited unless explicitly licensed.

(15) Stock material (images, videos, music):

- Stock material may only be used within the framework of the respective license terms.
- Use in merchandising, resale, logos or trademark registrations is often excluded and requires separate licenses.
- The client is responsible for complying with these conditions.

(16) AI-generated content:

- When AI -tools are used to create texts, images, videos or code, this is done exclusively to support creative work.
- The client is responsible for the legal review and approval of all AI-generated content.
- Toccori advertising media is not liable for legal risks -arising from AI-generated content.

(17) Rights of use of concepts, drafts and interim results:

- Concepts, sketches, designs, mockups, wireframes and test versions remain the property of Advertising media Toccori until full payment is received.
- Using these preliminary stages without full payment is prohibited.

(18) Further development and editing:

- The client is entitled to process or further develop the delivered services, provided that this does not violate the license terms of third parties.
- Toccori Advertising Media accepts no liability for errors caused by subsequent changes made by the client.

(19) Attribution of authorship:

- Toccori advertising media is entitled to be named as the author of the works created, unless otherwise agreed.
- Removing the copyright notice requires consent.

(20) Revocation of usage rights:

- In the event of serious breaches of contract or unauthorized use, Advertising media Toccori may revoke the granted usage rights.

## **§ 9 Copyright Notices and References**

(1) All copyrights, rights of use and related rights to the products, designs, concepts, program codes, layouts, texts, graphics, photos, videos, animations, templates, social -media content and other services created or distributed by Advertising media Toccori remain exclusively with Advertising media Toccori, unless they have been expressly transferred in writing.

(2) The transfer of rights of use shall only take place by written agreement and only after full payment of all fees. Until full payment, all rights remain with Advertising media Toccori. Use before full payment is prohibited unless expressly permitted in writing.

(3) The client undertakes -to adopt all copyright notices, trademarks, watermarks, signatures, source code notices or other protective notices unchanged and not to remove, alter or obscure them.

(4) This applies in particular to references in the program code, in metadata, in layout files, in print data, in digital assets and in other technical or design elements of the service.

(5) Advertising media: Toccori is entitled to place a copyright notice, logo, or text link on the websites, media, designs, or other work results it creates . Placement will be discreet and in accordance with industry standards. Removal is only permitted by written agreement.

(6) Toccori Advertising Media is entitled to use the services provided to the client for presentation, demonstration and advertising purposes. This includes in particular:

- inclusion in online -and offline reference lists,
- the presentation on one's own website,
- its use on social -media channels,
- its use in presentations, portfolios, showreels and promotional materials,
- the link to the client's website,
- its use in case studies and success stories.

(7) This right also applies if the services provided are based on customer templates or contain customer-provided content.

(8) The client may object to publication for good cause. Good cause exists in particular if there are legitimate confidentiality interests. The objection must be made in writing.

(9) Toccori Advertising Media is entitled to name the client as a reference customer unless the client expressly objects in writing.

(10) The client undertakes to inform Advertising media Toccori immediately if it becomes aware of any unauthorized use of works created by Advertising media Toccori by third parties. The client shall support Advertising media Toccori in enforcing its copyrights.

(11) The transfer, sale or sublicensing of works created by Advertising media Toccori by the client is only permitted with express written consent.

(12) White -Label Projects:

- If a project is created on behalf of the client for their customer, Advertising media Toccori nevertheless remains the author of the services provided.
- Complete removal of all copyright notices requires a separate written agreement and may incur additional costs.

(13) Trademark and identification rights:

- The client does not acquire any rights to trademarks, logos, lettering or other identifying marks of Toccori advertising media.
- Use of these trademarks is only permitted with express written consent.

(14) Protection against disfigurement:

- The client may not alter the works created by Advertising media Toccori in a way that impairs their reputation, quality, or design integrity.
- Toccori advertising media can prohibit use if it is used in a distorting or defamatory manner.

(15) Protection against removal by third parties:

- The client shall ensure that third parties commissioned by him (e.g. agencies, developers, printers) do not remove or alter the copyright notices of Toccori advertising media.
- Violations are considered a breach of contract.

(16) Rights of use of concepts, drafts and interim results:

- Concepts, sketches, designs, mockups, wireframes and test versions remain the property of Advertising media Toccori until full payment is received.
- Using these preliminary stages without full payment is prohibited.

(17) AI-generated content:

- If AI -tools are used to create texts, images, videos or codes, the resulting usage rights remain with Advertising media Toccori, unless otherwise agreed.
- The client is responsible for the legal review and approval of such content.

(18) Open -Source Software:

- When open -source components are used, only the respective license terms of the open source projects apply.
- Toccori advertising media assumes no liability for restrictions, security risks or license changes of Open -SourceSoftware.

(19) Revocation of usage rights:

- In the event of serious breaches of contract or unauthorized use, Advertising media Toccori may revoke the granted usage rights.

## **§ 10 Warranty**

(1) Advertising media Toccori performs all services with due diligence and in accordance with recognized professional standards. Advertising media Toccori is entitled to have the order carried out in whole or in part by qualified third parties.

(2) Unless the client provides written specifications, Advertising media Toccori is free in its design and technical implementation. This includes in particular:

- Image and text interpretation,
- Design, graphic arrangement and layout,
- Selection of models, locations, props and stylistic devices,
- Selection of technical procedures, software, plugins, themes and tools,
- Production of video -, photo and graphic designs.

The client's subjective taste preferences do not constitute a defect.

(3) Deviations from previous deliveries or references shall not constitute a defect unless an identical reproduction has been expressly agreed upon.

(4) Advertising media Toccori will provide the client with two rounds of revisions to fulfill the warranty. Further revisions will be considered additional services.

(5) Upon acceptance of the services (§ 6), the warranty for apparent defects ends. Subsequent change requests or complaints are considered additional work.

(6) For products, materials, or services from third-party providers (e.g., foils, colors, plugins, themes, applets, widgets, fonts, promotional items, hosting, servers, APIs), the warranty terms of the respective providers apply exclusively. Advertising media Toccori is not liable for:

- Dysfunctions,
- Outages,
- Delivery delays,
- License changes,
- Incompatibilities,
- Security vulnerabilities,
- Quality deviations,

which are caused by third-party providers.

(7) Server defects, hosting -problems, network disruptions, API failures, CDN problems, browser updates, CMS updates, plugin updates or other external technical influences do not constitute a deficiency in the performance of Toccori advertising media.

(8) Obvious defects must be reported in writing within 7 working days of delivery. Non-obvious defects must be reported within 7 working days of discovery. Failure to report defects within the specified time frame will void any warranty claims.

(9) Notices of defects must be as detailed as possible. The client must provide in particular:

- Error descriptions,
- Screenshots,
- Error logs,
- precise steps for reproduction,
- Affected systems and browsers.

Insufficiently documented defects cannot be addressed.

(10) The client bears the risk for all circumstances which are not the responsibility of Advertising media Toccoi, in particular:

- Weather conditions for outdoor shooting,
- Cancellation of models, performers or service providers,
- Travel disruptions,
- Missing or delayed provision of products, props or content,
- technical server problems of the client,
- Availability of web content or third-party -systems,
- Event schedules, event changes, or organizational problems.

(11) Shipments, deliveries or returns travel at the risk and expense of the customer unless otherwise agreed.

(12) Toccoi advertising media accepts no liability for defects arising from:

- improper use,
- Unauthorized changes by the client or third parties,
- missing updates or maintenance,
- unsuitable hosting -environments,
- outdated browsers or devices,
- Insufficient technical resources of the client.

(13) If defects are caused by third parties (e.g. hosting -providers, printing companies, social media platforms, payment providers, API operators), Advertising media Toccoi shall not be liable for any resulting damages or delays.

(14) A right to a new development, new production or replacement supply exists only if rectification is objectively impossible or would cause disproportionately high costs.

(15) Further claims, in particular claims for damages, are excluded unless they are based on intent or gross negligence.

## **§ 11 Liability**

(1) The client is solely responsible for all content provided or published by them, in particular texts, images, videos, sound recordings, downloads, product information, legal information and other media. They are obligated to check this content for legal compliance, completeness and timeliness before publication. Advertising media Toccoi assumes no responsibility or liability in this regard.

(2) Advertising media Toccoi is liable only for damages resulting from intentional or grossly negligent breaches of duty. For slight negligence, Advertising media Toccoi is liable only for breaches of



essential contractual obligations (cardinal obligations), but only up to the amount of the foreseeable damages typical for this type of contract.

(3) Liability under the Product Liability Act remains unaffected.

(4) Liability for data loss is limited to the typical cost of recovery. This is calculated based on the damage that would have occurred had the client performed proper and reasonable data backups. Without a maintenance or backup contract, the client bears the sole risk of data loss.

(5) Advertising media Toccari shall not be liable for damages that are unforeseeable or atypical within the scope of the contract. This includes, in particular, indirect damages, consequential damages, lost profits, business interruptions or other economic disadvantages.

(6) Toccari advertising media shall not be liable for defects, failures or damages caused by third parties, in particular by:

- Hosting -providers, server operators, domain registrars,
- Printing companies, production partners, suppliers,
- Software -manufacturers, plugin providers, theme -developers,
- Social -media platforms, API operators, payment providers,
- external service providers of the client.

(7) Advertising media Toccari is not liable for warnings, legal violations, or other claims by third parties based on content provided by the client. This applies in particular to:

- Copyright infringements,
- Trademark infringements,
- Competition violations,
- Violations of GDPR, legal notice requirements or information obligations,
- Incorrect pricing or product information.

(8) Advertising media Toccari operates exclusively on the basis of the client's instructions. The client bears sole responsibility for operational decisions, legal requirements, strategic content, and their consequences. Advertising media Toccari is not liable for any consequences arising from decisions or omissions made by the client.

(9) Toccari advertising media shall not be liable for malfunctions, failures or damages resulting from:

- Brute -force attacks, hacker attacks, malware, phishing,
- Security vulnerabilities in third-party software,
- Server outages, network disruptions, CDN -problems,
- Browser -updates, CMS updates, plugin updates,
- insufficient technical resources of the client,
- Improper use or modifications by the client or third parties.

(10) The client bears the risk for all circumstances beyond the control of Advertising media Toccari, in particular:

- Weather conditions for outdoor shooting,
- Cancellation of models, performers or service providers,
- Travel disruptions, delivery delays,

- Missing or delayed provision of content, products or props,
- Event schedules or organizational changes.

(11) Shipments, deliveries or returns are at the risk and expense of the customer unless otherwise agreed.

(12) Liability for damages caused by unauthorized modifications, interventions or extensions by the client or third parties is excluded.

(13) To the extent that the liability of Advertising media Toccori is excluded or limited, this also applies to the personal liability of legal representatives, employees, agents and other representatives.

## **§ 12 Customer's Obligation to Back Up Data**

(1) The customer is obligated to back up their data at regular and appropriate intervals and to take suitable measures to protect against data loss. This includes, in particular, backing up files, databases, configurations, emails -, media, and other relevant information.

(2) Before any change to the system environment, in particular before:

- New software installation,
- Updates to CMS, plugins, themes, or server components,
- Changes to hosting -settings,
- Domain -migrations or DNS adjustments,
- Data migrations,
- Installation of new software or extensions,
- Interventions by third parties,

The client is obliged to create a complete and functional data backup.

(3) If data backup is not performed, Advertising media Toccori is not liable for any resulting damages, data loss, or recovery costs. The client is solely responsible for data loss.

(4) The client is obligated -to protect its systems against unauthorized access, malware, hacking attacks, brute-force attacks, and other security risks. This includes, in particular:

- secure passwords,
- current software versions,
- regular updates,
- Firewalls and security mechanisms,
- Protection against unauthorized third parties.

(5) Toccori advertising media is not liable for data loss resulting from:

- Missing or insufficient backups from the client,
- improper use or modifications by the client or third parties,
- Server outages, hosting -problems or provider changes,
- Cyberattacks, malware or security vulnerabilities,
- Technical errors outside the control of advertising media Toccori.

(6) The client bears sole responsibility for the restoration of their data unless a maintenance -or backup contract exists with Advertising media Toccari. Data recovery work is considered a separately billable additional service.

(7) If the client becomes aware of security-related problems, data loss, or system errors, they are obligated to inform Advertising media Toccari immediately, provided a cooperation agreement exists. Failure to report such issues in a timely manner may preclude any claims for damages.

(8) The client shall ensure that all data provided by him is free of malware. Damages caused by infected files shall be borne by the client.

### **§ 13 Data Protection and Confidentiality**

(1) Toccari Advertising Media processes the client's personal data exclusively within the framework of the legal provisions, in particular the GDPR and the BDSG. This includes, in particular, contact details, address data, access data, billing data and project-related information that is necessary for the performance of the contract.

(2) Toccari Advertising Media protects sensitive data, access data, passwords, confidential documents, and other information requiring protection from unauthorized access by means of appropriate technical and organizational measures. The client is obligated to keep their own access data secure and not to disclose it to unauthorized third parties.

(3) Both contracting parties undertake to treat all confidential information that becomes known to them in the course of their cooperation as strictly confidential. This includes in particular:

- Business and trade secrets,
- technical documents, source code, documentation,
- Marketing and strategy data,
- internal processes, calculations and pricing structures,
- Customer data and personal information.

(4) Disclosure of confidential information to third parties is only permitted if:

- the other contracting party agrees in writing,
- this is absolutely necessary for the fulfillment of the contract (e.g. subcontractors),
- There is a legal obligation to disclose information.

(5) Toccari Advertising Media is entitled to use subcontractors, provided that these are also bound by confidentiality obligations. Disclosure will only occur to the extent necessary.

(6) Software-related documents such as documentation, technical specifications, source code, scripts, configurations, or internal development processes must be protected by the client from unauthorized access. Transfer or disclosure to third parties is only permitted with the written consent of Advertising media Toccari.

(7) The client is obliged to inform Advertising media Toccari immediately if he becomes aware of any misuse, data leak or unauthorized access to confidential information.

(8) Toccari Advertising Media points out that, according to the current state of technology, it is not technically possible to completely prevent the reproduction or unauthorized use of works published online (e.g., graphics, photos, videos, texts, designs, audio content). Liability for copies, downloads, or misuse by third parties is excluded.

(9) The obligation of confidentiality shall continue beyond the termination of this Agreement. It shall only end when the information in question has become generally known without breach of this Agreement.

(10) Advertising media Toccori shall not be liable for damages resulting from inadequate data backup, improper management of access data or security deficiencies on the part of the client.

(11) The client undertakes to comply with all data protection regulations, in particular when providing personal data of third parties. Advertising media Toccori accepts no liability for data protection breaches by the client.

#### **§ 14 Termination**

(1) Contracts with advertising media Toccori have a basic term of 12 months, unless expressly agreed otherwise in writing.

(2) Ordinary termination is possible for the first time 3 months before the end of the respective contract term. Termination must be in writing.

(3) If no notice of termination is given in due time, the contract will automatically be extended for a further 12 months. This also applies if the client does not actively confirm the extension.

(4) The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular if:

- the client is more than one month in arrears with a payment due,
- the client violates essential contractual obligations,
- the client violates Section 7 (Duties to cooperate) or Section 8 (Rights of use),
- the client provides incorrect or unlawful content,
- The client has significantly hampered cooperation despite a warning.
- The client disregarded safety-relevant requirements.

(5) In the event of termination without notice by Advertising media Toccori or premature termination by the client, the client is obligated to pay the contractually agreed remuneration in full until the regular contract end date. The remaining term becomes due immediately and will be invoiced.

(6) Services already rendered, work already started, capacities reserved and materials prepared must be fully compensated, regardless of when the termination takes place.

(7) If the client terminates the project during its course, the following applies:

- All services rendered up to that point are considered accepted.
- Open projects are being cancelled.
- The client is not entitled to a refund of payments already made.
- Additional expenses for orderly handover or data provision are considered additional services.

(8) After the end of the contract, the client is obliged to:

- All access data, documents and materials from Toccori advertising media are to be treated confidentially.
- Do not reuse copyrighted content without valid usage rights.
- Toccori is required to confirm the deletion of confidential data in writing at the request of advertising media.

(9) Toccari advertising media is entitled after the end of the contract:

- To disable access to systems, servers, or tools,
- discontinue hosting or maintenance services,
- to remove technical integrations,
- Data should be deleted unless there are legal retention obligations.

(10) Cancellations by email -are permitted, provided they are sent from the email address of the client registered with the contract. Cancellations via messenger services, social networks or telephone are excluded.

(11) Termination shall not release the client from his obligations arising from services already rendered or outstanding invoices.

(12) Advertising media Toccari reserves the right to refuse or not renew contracts if:

- the client repeatedly violates contract terms,
- cooperation has become unacceptable,
- There are legal or technical risks.

## **§ 15 License Fee**

(1) Unless expressly agreed otherwise in writing, Advertising media Toccari is entitled to a publication -and usage license fee in an agreed or reasonable amount for each grant of a license. The license fee is calculated in addition to the remuneration for the creation of the service.

(2) The license fee depends on the type, scope, duration, medium, reach and purpose of the use, as well as on the current price list of Toccari advertising media. It is subject to statutory value added tax.

(3) Any use of works created by Advertising media Toccari that goes beyond the originally agreed purpose of use will automatically trigger an additional license fee. This applies in particular to:

- Multiple use
- Use in other media or channels,
- Use in print, social media, video, TV, outdoor advertising or merchandising,
- Disclosure to third parties,
- Sublicensing,
- Use in new projects or campaigns,
- Use after the agreed usage period has expired.

(4) Use without a valid license is prohibited. If such use occurs, Advertising media Toccari is entitled to at least twice the appropriate license fee as damages, without prejudice to any further legal claims.

(5) In the event of infringement of copyright -, usage rights -or related rights, Advertising media Toccari is entitled to claim damages irrespective of any fault on the part of the client. This includes in particular:

- Claims for injunctive relief,
- Claims for removal,

- Information requests,
- Claims for surrender,
- Claims for damages.

(6) In the event of an infringement of the right to attribution of authorship (copyright attribution), Advertising media Toccari shall be entitled to non-material damages at least in the amount of the appropriate license fee. Further pecuniary damages remain unaffected.

(7) The right to information includes all information necessary for calculating the license fee or damages. The right to information also applies to the right to injunctive relief.

(8) The client is obliged to inform Advertising media Toccari immediately of any unauthorized use, disclosure or publication of the works that comes to his attention.

(9) If works by Advertising media Toccari are used without a valid license, Advertising media Toccari is entitled to:

- to prohibit its use,
- to request deletion or removal,
- to claim damages,
- to demand the surrender of profits made,
- to initiate legal proceedings.

(10) License fees are due immediately upon invoicing. Use is only permitted after full payment.

(11) If works from Advertising media Toccari are used to an extent that exceeds the agreed use, this shall be considered a separate license infringement and trigger additional license fees.

## **§ 16 Notices**

(1) The contracting parties may use electronic media such as email -or messenger services (e.g., WhatsApp) for communication. They acknowledge the validity of declarations transmitted in this manner in accordance with the following provisions.

(2) Electronic communications must contain at least:

- the sender's full name,
- the address or business contact address,
- Date and time of dispatch,
- a unique sender identifier (e.g. signature or name at the end of the message).

A tax identification number is not required and is not recommended for security reasons.

(3) Confidentiality cannot be guaranteed for data transmitted unencrypted. At the request of a contracting party, both parties shall provide an agreed encryption system (e.g., TLS, PGP, peer- to-peer -encryption, or certificates).

(4) An electronic message shall be deemed received as soon as it is available on the recipient's server or terminal equipment. It shall be deemed to have originated from the stated sender unless proven otherwise.

(5) The electronic form (text form) applies to all declarations relating to the ordinary performance of the contract, in particular:

- Approvals,
- Corrections,
- Scheduling appointments,
- technical inquiries
- Project information,
- Change requests,
- Minutes and votes.

(6) Electronic form is excluded for:

- Terminations,
- Contract changes,
- Agreements on usage rights,
- Agreements on remuneration,
- Declarations for which written form has been expressly agreed.

These declarations must be made in writing (letter or signed PDF).

(7) The client is obliged -to inform Advertising media Toccori immediately of any changes to their contact details (email, telephone number, address). If this is not done, notices sent to the last known address shall be deemed to have been effectively delivered.

(8) Toccori advertising media shall not be liable for delays or failures in communication caused by:

- technical malfunctions,
- Server outages,
- Spam -filter,
- Network problems,
- faulty settings of the client,
- outdated or inaccurate contact details.

(9) The client is obliged -to check their email inboxes regularly and to ensure that messages can be received. Overfilled inboxes, deactivated accounts or blocked senders are the responsibility of the client.

(10) Messenger -services such as WhatsApp may only be used for organizational or technical coordination. Legally relevant declarations (e.g., approvals, acceptances, change orders) must be made by email unless otherwise agreed.

(11) Advertising media Toccori is entitled to archive and store electronic messages for documentation purposes, insofar as this is necessary for the performance of the contract and complies with the statutory data protection regulations.

(12) The contracting parties undertake to take appropriate measures against misuse, identity theft and unauthorized access. In case of suspected manipulation or forgery, the other contracting party must be informed immediately.

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

(1) These General Terms and Conditions apply exclusively to the services, products and services of Advertising media Toccori in the areas of media design, web development, hosting, consulting and other agency services.

(2) Shop-related terms and conditions, cancellation policies, data protection regulations and other legal notices published therein shall apply exclusively to these shops.

(3) The terms and conditions contained in this document do not apply to the advertising media company Toccori's own online shops. A mixing of the sets of rules is excluded.

(4) Customers who purchase goods or digital products via an online shop operated by Advertising media Toccori accept exclusively the terms and conditions of the respective shop upon completion of the order process.

(5) The shop-specific terms and conditions may vary depending on the shop, product type, or sales platform. The terms and conditions that are available for viewing in the respective shop at the time of purchase are always applicable.

(6) For services relating to the creation, support or technical implementation of shop systems for customers, these agency -terms and conditions shall continue to apply exclusively.

### **§ 18 Textile printing & foil lettering**

(1) This paragraph applies to all services provided by Advertising media Toccori in the field of textile printing (in particular flex, flock, DTF, sublimation and transfer printing) as well as to foil lettering (e.g. vehicle lettering, shop window films, signs, advertising boards).

#### **TEXTILE PRINTING**

(2) Material and color variations are due to technical reasons and do not constitute a defect. In particular, the following variations are considered unavoidable:

- slight color differences between screen display and print,
- Differences between different textile batches,
- Deviations due to fabric structure, weave or material composition,
- Differences between flex, flock and transfer materials.

(3) The client is obligated to check all print data before production begins. Production approvals ( soft proof or hard proof ) are binding. After approval, complaints are excluded unless there is a technical production error.

(4) The durability of printed designs depends significantly on the quality of the textile, the material composition, and adherence to the washing and care instructions. Advertising media Toccori accepts no liability for:

- Bleach,
- Replacements,
- Cracks,
- Shrinkage,
- Deformations,

which result from improper care.

(5) If textiles are provided by the client, processing is carried out exclusively at the client's risk. Advertising media Toccori is not liable for:

- Damage to the textile,
- Printing errors due to unsuitable materials,
- Material reactions,



- Production reject,
- Color changes or discolorations.

Claims for replacement of customer textiles are excluded.

(6) With problematic materials (e.g. polyester, stretch fabrics, blended fabrics, impregnated fabrics), printing variations may occur. These do not constitute a defect.

### **Vinyl lettering**

(7) The durability of vinyl depends on weather, UV -radiation, maintenance, substrate condition and use. Advertising media Toccori accepts no liability for:

- Bleach,
- Shrinkage,
- Replacements,
- Cracks,
- Weather damage,
- Damage caused by car washes or pressure washers.

(8) The client is responsible for the suitability of the substrate. Advertising media Toccori is not liable for damage to:

- old or weathered paints,
- repainted surfaces
- poorly repaired body parts
- porous or contaminated surfaces,
- Plastic parts with plasticizer migration.

(9) Bubbles, streaks, or moisture inclusions may occur during wet bonding. These are technically normal and usually disappear within a few days. They do not constitute a defect.

(10) The installation of foils can only take place under suitable temperatures and weather conditions. Delays due to unsuitable conditions do not constitute a delay.

(11) The client is obliged to thoroughly clean the substrate before installation and to remove all dust, grease, wax, silicone and other residues. Damage or delamination due to insufficient cleaning is not the responsibility of Advertising media Toccori.

### **GENERAL PROVISIONS**

(12) Complaints must be made in writing within 7 working days of delivery. Subsequent complaints, in particular after use, washing or assembly, are excluded unless there is a technical production defect.

(13) Toccori Advertising Media does not guarantee a specific durability of the prints or films. Durability information provided by manufacturers is non-binding and does not constitute a guarantee.

(14) Subsequent changes, repairs or additions shall be considered separate services and shall be charged accordingly.

(15) The client is obliged to inform Advertising media Toccari of any special requirements, substrate conditions or material properties before production begins. If this is not done, Advertising media Toccari is not liable for any resulting damages.

(16) Toccari advertising media shall not be liable for damages caused by improper use, care, cleaning or external influences.

### **§ 19 Photography**

(1) This paragraph applies to all photographic services of the advertising media company Toccari, including image recordings, image editing, retouching, compositings, product photography, event photography, portraits, advertising photography, real estate photography, drone shots, social -media content and the creation of image material for print and online purposes.

### **COPYRIGHT, RAW DATA & RIGHTS OF USE**

(2) All photographs, image files, designs, edits and raw data (RAW) are subject to the copyright of Advertising media Toccari. The client receives only the contractually agreed rights of use. Without an express written agreement, only simple, non-transferable rights of use are granted.

(3) Raw data (RAW -files) are generally not released. Release requires a separate written agreement and payment. Advertising media Toccari is not obligated to permanently store raw data.

(4) Any use beyond the agreed purpose (e.g., disclosure to third parties, social -media advertising, print campaigns, outdoor advertising, merchandising, TV advertising, AI training) requires an additional license and is subject to separate remuneration.

(5) Any editing, modification or further processing of the images by the client or third parties (e.g. filters, AI -tools, retouching, compositing) is only permitted with the written consent of Advertising media Toccari.

### **PERSONAL PHOTOGRAPHY, LOCATION RIGHTS & THIRD-PARTY RIGHTS**

(6) The client is responsible for obtaining all necessary consents from depicted persons (model -releases), unless this has been expressly assumed by Advertising media Toccari. This applies in particular to:

- Employee photos
- Customer photos,
- Event photos,
- Group photos,
- Recordings of minors,
- Recordings in private spaces.

(7) The Client shall also be responsible for obtaining location -releases, filming permits, treasury clearances and other rights of use for locations, buildings or objects to be photographed.

(8) Advertising media Toccari is not liable for legal violations arising from a lack of consent, authorization, or rights of third parties. The client shall indemnify Advertising media Toccari against all claims by third parties.

### **ADMISSION REQUIREMENTS, TECHNICAL TOLERANCES & ORGANIZATION**

(9) Technically caused deviations do not constitute a defect. These include, in particular:

- Color variations between monitor and print,
- Differences in brightness, contrast, or sharpness,

- Image noise in low light conditions,
- perspective distortions,
- natural fluctuations due to weather or light,
- Differences between different end devices.

(10) The client is obliged to ensure suitable shooting conditions (e.g. clean products, prepared rooms, punctual models, proper clothing, make-up). Delays or additional expenses will be charged separately.

(11) Weather-related postponements may be necessary for outdoor shoots. These do not constitute a delay. Additional costs (e.g., for returning the shoot) will be borne by the client.

(12) If a photo shoot cannot be carried out due to illness, accident, technical failure or force majeure, Advertising media Toccari is entitled to reschedule the appointment or provide a replacement photographer. Claims for damages are excluded.

#### **SELECTION, EDITING, RETOUCHING & DELIVERY**

(13) The selection of images is carried out exclusively by Advertising media Toccari. The client receives only the final edited images to the agreed extent.

(14) Post-processing is carried out at the artist's discretion. Complaints regarding photographic style, image aesthetics, or creative execution are excluded.

(15) Additional editing, retouching, cutouts, color looks, skin retouching, beauty-retouching or alternative versions will be charged separately.

(16) Delivery will be digital via a download link or a suitable transmission system. Physical data carriers will be charged separately.

(17) Advertising media Toccari is not obliged to release unedited images, reject material or alternative versions.

#### **LIABILITY, DATA BACKUP & PRINT RESULTS**

(18) Advertising media Toccari is not liable for damages resulting from:

- improper use of the images,
- Disclosure to third parties without a license,
- faulty printing results from external service providers,
- technical problems on the client's side,
- Data loss after transfer,
- Incorrect color reproduction due to monitors or printing systems of the client.

(19) The client is obliged to back up the delivered files immediately. Re-provision may be subject to a charge.

(20) Toccari advertising media shall not be liable for data loss unless caused by intentional or grossly negligent conduct.

#### **REFERENCE RIGHTS**

(21) Advertising Media Toccari is entitled to use the photographs taken for its own advertising purposes (e.g., website, social media, portfolio, print) unless the client expressly objects in writing. For photographs of people, this only applies with valid consent.

## **COMPLAINTS**

(22) Complaints must be made in writing within 7 working days of delivery. Subsequent complaints are excluded unless there is a technical defect.

(23) A full or partial refund is excluded if the service has been provided and the client subsequently does not wish for the creative implementation.

## **§ 20 Printed Materials**

(1) This paragraph applies to all printed materials designed, produced, or manufactured by Advertising media Toccori via external service providers. This includes, in particular:

- Paper prints (flyers, posters, brochures, business cards, magazines, publications),
- Large format prints (tarpaulins, banners, mesh, PVC, fabric banners),
- Signs and panel materials (aluminum -composite, rigid foam, acrylic, wood),
- Promotional items (mugs, ceramics, textiles, giveaways),
- Special prints and finished products.

## **PRINT DATA, APPROVALS & CLIENT'S RESPONSIBILITY**

(2) The client is responsible for providing print-ready data in the formats required by Advertising media Toccori. Errors in supplied data (e.g., spelling, layout, colors, resolution, bleed) are the sole responsibility of the client.

(3) Before production begins, the client receives a print approval ( soft proof or hard proof ). By approving the proof, the client confirms the accuracy of all content. After approval, complaints are excluded unless there is a technical production error.

(4) Changes made after approval are considered additional services and will be charged separately.

## **TECHNICAL TOLERANCES & MATERIAL DEVIATIONS**

(5) Technically caused deviations do not constitute a defect. These include, in particular:

- Color variations between screen display and print,
- Color variations between different print batches,
- slight deviations in dimensions -and cuts,
- Tolerances in material thickness, structure or surface,
- Differences between different printing processes (digital printing, offset printing, sublimation printing, UV -printing),
- Deviations due to material properties (e.g. ceramic, PVC, fabric, metal).

(6) With natural materials (e.g. wood, ceramics) variations in structure -and color are unavoidable and do not constitute a defect.

(7) Due to the -production process, the following may occur with ceramics and mug printing:

- minimal positioning deviations,
- slight color differences,
- Pressure tolerances occur during the firing process. These are not considered a defect.

## **PRODUCTION-RELATED SPECIAL FEATURES**

(8) Production rejects of up to 5% are standard practice in the industry and do not constitute a defect. For small print runs, the reject rate may be higher.

(9) For tarpaulins, banners and mesh -materials:

- Welds,
- Eyelet positions,
- Edge reinforcements,
- Slight rippling

These issues may occur. They are due to technical reasons and are not grounds for complaint.

(10) For signs and panel materials:

- minimal scratches,
- Surface irregularities,
- Slight bends may occur due to the manufacturing process.

(11) Toccoi advertising media shall not be liable for weather damage, UV -fading, abrasion or mechanical stress after delivery.

#### **PRINTING ON THIRD-PARTY MATERIALS**

(12) If materials are provided by the client (e.g., mugs, ceramics, signs, plates), processing is carried out exclusively at the client's risk. Advertising media Toccoi is not liable for:

- Damage,
- Committee,
- Color changes,
- Material reactions,
- Adhesion problems with films or printing.

(13) Claims for compensation for materials provided are excluded.

#### **LIABILITY & THIRD-PARTY PRINTING**

(14) Advertising media Toccoi may outsource printing to external printing companies. Advertising media Toccoi is only liable for production errors, delivery delays, or technical problems of these service providers within the scope of its own warranty claims against the service provider.

(15) Delivery times are non-binding unless they have been expressly guaranteed in writing.

(16) Advertising media Toccoi is not liable for:

- Transport damage
- Delivery delays,
- Production losses,
- Force majeure,
- Faulty further processing by the client.

#### **COMPLAINTS**

(17) Complaints must be made in writing within 7 working days of receipt of the goods. Subsequent complaints are excluded unless there is a technical production defect.

(18) Minor deviations in color, material, format or workmanship do not entitle the customer to a complaint or a price reduction.

(19) A refund is excluded if the client has given approval for printing and the goods have been produced in a technically sound manner.

#### **OWNERSHIP & RIGHTS OF USE**

(20) Until full payment is received, all printed materials remain the property of Advertising media Toccari. Rights of use for layouts, designs and print data are transferred only after full payment.

(21) Production data, print templates and open files (e.g. PSD, AI, INDD) will not be released unless expressly agreed otherwise.

#### **§ 21 Applicable Law and Place of Performance**

(1) All legal relations between Advertising media Toccari and the client shall be governed exclusively by the law of the Federal Republic of Germany. This also applies to cross-border services or international contractual relationships.

(2) The UN -Convention on Contracts for the International Sale of Goods (CISG) and other international conflict-of-laws rules shall not apply.

(3) The Product Liability Act does not apply to the extent permitted by law. In any event, liability for damages other than personal injury is excluded, provided the client is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB).

(4) Damages -and indemnification shall also include the costs of reasonable extrajudicial defense, including attorneys' fees and consulting fees.

(5) These General Terms and Conditions shall apply mutatis mutandis to all services provided and articles produced by Advertising media Toccari, regardless of the technology used, the method employed or the type of implementation (digital, analog, hybrid).

(6) The place of performance for all mutual obligations arising from this contract shall be the registered office of Advertising media Toccari.

(7) The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Aachen, provided the client -is a merchant, a legal entity under public law, or a special fund under public law. However, Advertising media Toccari is also entitled to bring legal action against the client at the client's general place of jurisdiction.

(8) Mandatory consumer protection provisions shall remain unaffected if the client is a consumer within the meaning of Section 13 of the German Civil Code (BGB).

#### **§ 22 Final Provisions**

(1) Amendments and supplements to this contract as well as side agreements must be in writing. This also applies to the waiver of the written form requirement.

(2) Should individual provisions of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, the legally permissible provision that most closely approximates the economic purpose of the invalid provision shall be deemed agreed.

(3) No oral promises, agreements, or arrangements exist. Only written agreements and the currently valid version of these General Terms and Conditions are binding.

(4) The Client is not entitled to transfer any rights or obligations arising from this Contract to third parties without the prior written consent of Advertising media Toccari.

(5) Toccari Advertising Media is entitled to amend these Terms and Conditions at any time, provided that legitimate interests so require and the amendments are reasonable for the client. The client will be informed of any amendments in a timely manner. If the client does not object within 14 days of notification, the amendments will be deemed accepted.

(6) In case of discrepancies between the contract, the offer, the description of services and these General Terms and Conditions, the following rules shall apply in order of precedence:

1. Individual contractual agreements,
2. Written offers,
3. Service descriptions,
4. These terms and conditions.

(7) The language of the contract is German. Translations are provided solely for clarity and have no legal effect.

(8) The client undertakes to comply with all legal requirements relevant to the use of the services provided by Advertising media Toccari. Advertising media Toccari accepts no responsibility for violations by the client.

(9) These General Terms and Conditions shall also apply to future contracts between the parties unless expressly agreed otherwise.

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