



Terms and Conditions

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All transactions between the Customer and technology marketing people gmbh or technology marketing people (media) gmbh (hereafter referred to collectively as tm-people) are exclusively governed by these Terms and Conditions. We do not acknowledge any contrary or differing terms provided by the Customer unless they have been explicitly accepted by tm-people. Variations from, and additions to, these conditions are valid only if stated in writing.

Conclusion of the Agreement

The basis for the business relationship is the applicable proposal, which details all the agreed services and the fees they will incur. Proposals from tm-people are subject to change. The Customer's order is binding two weeks after it has been received by tm-people. Orders are only recognized as being accepted following a written order confirmation from tm-people, unless tm-people implies that the order has been accepted, such as by starting work on it.

Services / Fees / Payment terms

Unless agreed otherwise, tm-people shall be entitled to claim remuneration for each individual service upon its completion. In order to cover its expenses, tm-people is entitled to ask for prepayment. All services provided by tm-people that are not expressly paid for by the agreed fees shall be invoiced separately. This applies particularly to incidental services. Cost proposals from tm-people are non-binding. Deviations amounting to +/- 15 per cent shall be considered to be approved; tm-people shall advise customers of the higher costs. The Customer shall be deemed to have accepted this cost overrun if it does not object within two days. Concerning payment terms, 50 per cent of the fee is due upon placement of the order and 50 per cent at the end of the project. Payment in both cases must be made 10 working days after reception of the invoice by the Customer. For technical reasons, we reserve the right to deliver up to 10 per cent more or fewer items when producing printed goods and advertising materials. The invoice will be based on the quantity actually delivered. The Customer must accept this higher or lower number of delivered goods. The purchase price will increase or decrease accordingly.

Cancellation policy

If an order is canceled for any reason whatsoever, tm-people shall be owed remuneration / a compensation fee after one week amounting to 50 per cent of the order value. The sum shall be determined based on the proposal sent to the Customer. With this payment, the Customer does not acquire any rights to the work performed. Unused concepts, designs and similar items must be returned to tm-people immediately and free of charge.

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Presentation

If tm-people does not receive an order following a presentation, all of the services delivered – particularly the presentation documents and their content – remain the property of tm-people. The Customer has no right to reuse these items in any way whatsoever; the documents must be returned to tm-people. If ideas and concepts, which were designed as a solution to communications requirements and shown to the Customer during a presentation, are not used by this Customer, tm-people is entitled to reuse these ideas and concepts in other ways. Passing on presentation documents to third parties, as well as publishing, copying and otherwise distributing them, is forbidden without the explicit agreement of tm-people.

Confidentiality

tm-people, its staff and third parties involved in the project undertake to maintain confidentiality relating to all matters that become known to them while performing their duties for the Customer.

Ownership rights / Copyright protection / Usage rights

All services provided by tm-people (suggestions consulting, ideas, concepts, rough sketches, layouts, artwork, image processing, data files), as well as individual parts of them, remain the property of tm-people. Upon payment of the fees, the Customer only acquires usage rights (including reproduction) for the agreed purpose and within the agreed scope. The use of tm-people services that go beyond the originally-agreed purpose and scope – regardless of whether the service is copyrighted or not – requires explicit agreement by tm-people. A separate, reasonable fee shall be due to tm-people in these cases. tm-people is not obliged to hand over data storage media, files or data. If the Customer demands that tm-people provides it with data storage media, files or data, this request must be expressed in writing. The Customer shall bear any costs arising from the restoration or conversion of archived data for the purpose of sending it to the Customer. Internet domains purchased for a project shall be renewed automatically for a further year unless the customer cancels them three months before the domain rights expire. When the Customer settles all outstanding invoices for the order, tm-people will transfer to the Customer all of the usage rights required to use the services it has delivered, to the extent to which this is agreed for the project. In case of doubt, tm-people will fulfill its duties in this area by including non-exclusive usage rights in the Federal Republic of Germany, limited to the duration of the campaign in question. Every usage that goes beyond this, especially editing and changing materials, will require the agreement of tm-people.

Exclusion of liability

tm-people shall accept no liability for the competition-related or trademark-related admissibility or protectability of the services it delivers. By placing the order with tm-people, the Customer accepts all responsibility for the correctness of the images and text used by tm-people as part of the services it delivers. If the Customer asks tm-people to order third-party services in its name and at its own cost, tm-people shall accept no liability for the services of these providers. Any approval of products and publications is the Customer's responsibility; if the Customer partly or fully delegates this approval to tm-people, it must exempt tm-people from any liability relating to it. The Customer alone is liable for the violation of rights, especially third-party copyrights, arising from the execution of its order. The Customer must exempt the supplier from liability for all third-party claims related to this infringement of rights.

Approval

All the services and measures suggested and executed by tm-people must be verified and approved by the Customer. If the Customer suggests services to be performed by tm-people during meetings, conversations or telephone calls, these services are to be approved by the Customer based on their description in meeting minutes or phone call summaries.



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Deadlines

tm-people will make every effort to meet the agreed deadlines. However, if it does not meet these deadlines, the Customer is only entitled to exercise its statutory rights if it first gives tm-people a grace period of at least 14 days. This grace period begins on the day tm-people receives a written warning from the Customer. The obligation to pay damages due to the delay only applies in case of intent and gross negligence. Unavoidable and unpredictable events – especially delays from subcontracted third parties – will exempt tm-people from the obligation to meet the agreed deadline.

Payment

All prices are quoted exclusive of statutory value-added tax. Payment is dependent on the conditions stipulated in the relevant invoice. Until the invoice has been settled in full, all of the services listed in the invoice remain the property of tm-people.

Identification

tm-people is entitled to add its name to all information materials and publicity activities without the Customer having any claim to compensation. Everything resulting from the collaboration with the Customer can be used by tm-people for its own promotion and used on the website www.tm-people.com, unless the Customer specifies otherwise.

Warranty and compensation

The Customer must make any complaints, and give reasons for them, within three days of the completion of the service. If the complaint is explained and justified, the Customer is entitled to have the service rectified. Compensation claims by the Customer are excluded, especially if they are due to delays, impossibility of fulfilment, breach of contract, warranty or unlawful acts, unless these were based on intent or gross negligence.

Invalidity

Should individual provisions of these Terms and Conditions be or become invalid, this shall not affect the validity and binding nature of the remaining provisions, nor that of any contracts and agreements based on them. The invalid provision is to be replaced by a valid one coming as close as possible to it in purpose and intention.

Place of performance, jurisdiction

The place of performance and jurisdiction for both parties is the location of the registered office of tm-people in Munich, Germany. The court of jurisdiction is that of Munich. tm-people reserves the right to sue the Customer in the location of its head office.

technology marketing people gmbh und technology marketing people (media) gmbh.
Munich, Germany. February 2014.