

## TERMS AND CONDITIONS

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### I. Validity, conclusion of contract

- (1) Tatjana Hirschmugl performs her services exclusively on the basis of the following general terms and conditions. These apply to all legal relationships between Tatjana Hirschmugl and the customer, even if no express reference is made to them. The terms and conditions are only applicable for legal relationships with entrepreneurs.
- (2) The version valid at the time the contract is concluded is decisive. Deviations from these and other supplementary agreements with the customer are only effective if they are confirmed in writing by Tatjana Hirschmugl.
- (3) Any terms and conditions of the customer, even if they are known, will not be accepted unless otherwise expressly agreed in writing in individual cases. Tatjana Hirschmugl explicitly contradicts General terms and conditions of the customer.
- (4) Changes to the terms and conditions will be announced to the customer and shall be deemed to be agreed if the customer does not object to the changed terms and conditions in writing within 14 days; the customer is expressly informed of the importance of silence in the communication.
- (5) Should individual provisions of these general terms and conditions be ineffective, this does not affect the binding nature of the remaining provisions and the contracts concluded on the basis of them. The ineffective provision must be replaced by an effective one that comes as close as possible to the meaning and purpose.

### II. Concept and idea protection

- (1) If the potential customer has already invited Tatjana Hirschmugl to create a concept and if Tatjana Hirschmugl accepts this invitation before the main contract is concluded, the following rule applies:
- (2) The potential customer and Tatjana Hirschmugl enter into a contractual relationship with the invitation and acceptance of the invitation. This contract is also based on the terms and conditions.
- (3) The potential customer acknowledges that Tatjana Hirschmugl already makes cost-intensive preliminary work with the concept development, even though he has not yet assumed any performance obligations.
- (4) The linguistic and graphic parts of the concept are subject to the protection of the copyright law insofar as they reach the threshold of originality. The potential customer is not permitted to use and edit these parts without the consent of Tatjana Hirschmugl due to the copyright law.
- (5) The concept also contains advertising-relevant ideas that do not reach the threshold of originality and thus do not enjoy the protection of the copyright law. These ideas are at the beginning of every creative process and can be used as a spark for everything that is created later and thus as the origin of a marketing strategy. Therefore, those elements of the concept are protected that are peculiar and give the marketing strategy its characteristic character. In the sense of this agreement, infographics, illustrations and animations are considered to be an idea, even if they have not reached the threshold of originality.
- (6) The potential customer undertakes not to exploit or have these creative advertising ideas presented by Tatjana Hirschmugl as part of the concept economically outside the correction of a later main contract.

### III. Scope of services, order processing and cooperation obligations of the customer

- (1) The scope of the services to be provided results from the service description in the contract or the submitted offer.
- (2) Subsequent changes to the service content require written confirmation by Tatjana Hirschmugl.
- (3) All services by Tatjana Hirschmugl (in particular all preliminary designs, sketches, final drawings and electronic files) are to be checked by the customer and approved by him within three working days of receipt. After this period has elapsed without the customer's feedback, they are considered approved by the customer.
- (4) The customer will provide Tatjana Hirschmugl with timely and complete access to all information and documents that are necessary for the provision of the service. He will inform you of all circumstances that are important for the execution of the order, even if these only become known during the execution of the order. The customer bears the effort that arises from the fact that work must be repeated or delayed due to his incorrect, incomplete or subsequently changed information by Tatjana Hirschmugl.
- (5) The customer is also obliged to check the documents (datasets, photos, logos, etc.) made available for the execution of the order for any copyrights, trademarks, trademarks or other rights of third parties (rights clearing) and guarantees that the documents are free of third party rights and can therefore be used for the intended purpose. Tatjana Hirschmugl is not liable in the event of simple negligence or after fulfilling her warning obligation - at least in relation to the customer - not for a violation of such rights of third parties through the documents provided.

#### **IV. External services / commissioning third parties**

- (1) Tatjana Hirschmugl is entitled, at her own discretion, to perform the service herself, to use competent third parties as vicarious agents to provide contractual services and / or to substitute such services ("external service").

#### **V. Dates**

- (1) Unless expressly agreed as binding, delivery or service deadlines are only approximate and non-binding. Binding appointments must be made in writing or confirmed in writing by Tatjana Hirschmugl.
- (2) If the delivery of Tatjana Hirschmugl's service is delayed for reasons for which she is not responsible, e.g. Events of force majeure and other unpredictable events that cannot be avoided with reasonable means, the service obligations are suspended for the duration and extent of the obstacle and the deadlines are extended accordingly. If such delays continue for more than two months, the customer and Tatjana Hirschmugl are entitled to withdraw from the contract.
- (3) If the agreed service provision by Tatjana Hirschmugl is in default, the customer can only withdraw from the contract after having set Tatjana Hirschmugl a reasonable grace period of at least 14 days in writing and this has expired fruitlessly. Claims for damages by the customer due to non-performance or delay are excluded, unless there is evidence of intent or gross negligence.

#### **VI. Premature dissolution**

- (1) Tatjana Hirschmugl is entitled to terminate the contract with immediate effect for important reasons. An important reason exists in particular if:
  - a. the execution of the service becomes impossible for reasons for which the customer is responsible or is further delayed despite setting a grace period of 14 days;
  - b. the customer continues, despite a written warning with a grace period of 14 days, against essential obligations from this contract, such as Payment of an amount due or obligations to cooperate violates.
  - c. there are legitimate concerns about the customer's creditworthiness and, at Tatjana Hirschmugl's request, the customer neither makes advance payments nor provides suitable security before Tatjana Hirschmugl's performance;
- (2) The customer is entitled to terminate the contract for important reasons without setting a grace period. An important reason exists in particular if Tatjana Hirschmugl continues to violate essential provisions of this contract despite a written warning with a reasonable grace period of at least 14 days to remedy the breach of contract.

#### **VII. Fee**

- (1) Unless otherwise agreed, Tatjana Hirschmugl's fee claim arises for each individual service as soon as it has been rendered.
- (2) The fee is understood as a net fee plus VAT at the statutory rate, with the exception of the entry into force of the micro-entrepreneur regulation. In the absence of an agreement in individual cases, Tatjana Hirschmugl is entitled to fees in the amount customary in the market for the services rendered and the transfer of copyright and trademark rights of use.
- (3) Tatjana Hirschmugl's estimates are non-binding. If it can be foreseen that the actual costs will exceed Tatjana Hirschmugl's written estimates by more than 15%, Tatjana Hirschmugl will inform the customer of the higher costs. The cost exceeding is considered approved by the customer if the customer does not object in writing within three working days after this notice and at the same time announces cheaper alternatives. If the cost is exceeded by up to 15%, a separate notification is not necessary. This overshoot of the cost estimate is deemed approved by the client from the outset.
- (4) If the customer unilaterally changes or terminates work commissioned without the involvement of Tatjana Hirschmugl - without prejudice to the ongoing other support provided by him - he has to compensate Tatjana Hirschmugl for the services performed up to that point in accordance with the fee agreement and all costs incurred refund.
- (5) The client bears the costs for data transfers arranged by him. The contractor assumes no liability or guarantee for transmission errors. Transferred data are to be checked by the client immediately for correctness.

#### **VIII. Payment, retention of title**

- (1) The fee is due immediately upon receipt of the invoice and without deduction, unless special payment terms are agreed in writing in individual cases. The goods / services delivered to the customer remain the property of Tatjana Hirschmugl until payment of the fee including all ancillary liabilities has been made in full.

- (2) In the event of late payment by the customer, the statutory default interest in the amount applicable to business transactions applies. Furthermore, the customer undertakes in the event of default of payment, Tatjana Hirschmugl to compensate the resulting reminder and collection expenses, insofar as they are necessary for the appropriate legal prosecution. In any case, this includes the costs of two reminders currently customary in the market of currently at least € 20.00 per reminder, as well as one reminder letter from a lawyer commissioned with the collection. The assertion of further rights and claims remains unaffected.
- (3) In the event of a delay in payment by the customer, Tatjana Hirschmugl can immediately call all services and partial services under other contracts concluded with the customer.
- (4) Furthermore, Tatjana Hirschmugl is not obliged to provide further services until the outstanding amount has been paid (right of retention). The obligation to pay fees remains unaffected.
- (5) The customer is not entitled to offset his own claims against Tatjana Hirschmugl's claims, unless the customer's claim has been recognized by Tatjana Hirschmugl in writing or determined by the court.

#### **IX. Ownership and copyright**

- (1) All services by Tatjana Hirschmugl, including those from presentations (e.g. suggestions, ideas, sketches, preliminary designs, final drawings, concepts), including individual parts thereof, remain the property of Tatjana Hirschmugl, as are the individual workpieces and design originals be requested back from her at any time - especially when the contractual relationship ends. By paying the fee, the customer acquires the right of use for the agreed purpose.
- (2) Changes or processing of services by Tatjana Hirschmugl, such as their further development by the customer or by third parties working for them, are only permitted with the express consent of Tatjana Hirschmugl and - insofar as the services are protected by copyright - the author.

#### **X. Labeling**

- (1) Subject to the written revocation of the customer, which is possible at any time, Tatjana Hirschmugl is entitled to refer to the customer's existing or previous business relationship with their name and company logo on their own advertising media and in particular on their Internet website (reference note).

#### **XI. Warranty**

- (1) The customer must report any defects immediately, at least within eight days after delivery / performance by Tatjana Hirschmugl, hidden defects within eight days after detection, in writing with a description of the defect; otherwise the service is considered approved. In this case, the assertion of warranty and compensation claims and the right to contest errors due to defects are excluded.
- (2) In the case of justified and timely notification of defects, the customer has the right to improve or exchange the delivery / service by Tatjana Hirschmugl. Tatjana Hirschmugl is entitled to refuse to improve the service if this is impossible or involves a disproportionate effort. In this case, the customer is entitled to the statutory conversion or reduction rights.

#### **XII. Liability and product liability**

- (1) In cases of slight negligence, Tatjana Hirschmugl is not liable for damage to property or pecuniary damage to the customer, regardless of whether it is direct or indirect damage, lost profit or consequential damage, deficiency due to delay, impossibility, positive breach of claim, fault on conclusion of contract, acts due to poor or incomplete performance. The victim must prove the existence of gross negligence.
- (2) Claims for damages by the customer expire six months after becoming aware of the damage; at least after three years after Tatjana Hirschmugl's act of injury. Claims for damages are limited in amount by the net order value.

#### **XIII. privacy**

- (1) The customer agrees that his personal data, namely name / company, profession, date of birth, commercial register number, powers of representation, contact person, business address and other addresses of the customer, telephone number, fax number, email address, bank details, credit card details , UID number) for the purpose of fulfilling the contract and supporting the customer as well as for our own advertising purposes, e.g. for sending offers, advertising brochures and newsletters (in paper and electronic form), as well as for reference to the existing or previous business relationship with the customer ( Reference note) can be automatically determined, saved and processed.
- (2) The client agrees that electronic mail will be sent to him for advertising purposes until further notice. This consent can be revoked at any time in writing by email, fax or letter to the contact data listed in the header of the terms and conditions.

#### **XIV. Applicable law**

- (1) The contract and all reciprocal rights and obligations derived therefrom as well as claims between Tatjana Hirschmugl and the customer are subject to Austrian substantive law to the exclusion of its reference standards and to the exclusion of the UN sales law.

#### **XV. Place of jurisdiction**

- (1) The place of jurisdiction for all legal disputes between Tatjana Hirschmugl and the customer in connection with this contractual relationship is the court responsible for the seat of Tatjana Hirschmugl. Irrespective of this, Tatjana Hirschmugl is entitled to sue the customer at his general place of jurisdiction.
- (2) Insofar as designations referring to natural persons are only given in male form, they refer to women and men in the same way. When applying the term to certain natural persons, the gender-specific form must be used.

#### **Additional information on the general terms and conditions**

- (1) Terms and Conditions are pre-formulated contractual clauses that one party presents to the other before the conclusion of a contract. However, they are not automatically included in the contract and cannot be forced on the contract partner! They only apply if they have been contractually agreed. The contractual partner or client must therefore agree to the terms and conditions used by his supplier. The consent can also be given conclusively, for example by the client not contradicting the terms and conditions (which were included in the offer, for example).
- (2) The client can only agree to the terms and conditions if the client even knew that his supplier was using the terms and conditions. As a rule, it is sufficient if the contractor draws the client's attention to the terms and conditions - in writing or orally. However, the hint must be clear; The fine print and barely legible information on the back of an offer is not enough. With a contract offer on the Internet, a button or a link can be used to refer to the terms and conditions.
- (3) The mere reference to general terms and conditions is not sufficient. Before the contract is concluded, the client must have demonstrably had the opportunity to inspect the terms and conditions! It is irrelevant whether he actually inspects or not. In the case of an offer on the Internet, the contractual partner should also have the option of printing out or saving the terms and conditions.
- (4) If both contractual partners use terms and conditions that contradict each other in some points, there is no agreement of will, so that the contradicting terms and conditions do not become part of the contract. If the contradicting terms and conditions concern important points of the contract, the entire contract may not even come into being in individual cases. It is therefore strongly recommended that the contracting parties reach an early agreement regarding the contradicting provisions of their respective terms and conditions.