

**DESIGNJOURNALISTS**  
**EDITORIAL OFFICE FOR INTERNATIONAL DESIGN AND ARCHITECTURE TOPICS**  
**GENERAL TERMS OF BUSINESS**

1. General..... 2  
2. Conclusion of Contract ..... 2  
3. Scope of Services ..... 2  
4. Fee and Terms of Payment ..... 2  
5. Confidentiality, Privacy..... 3  
6. Copyright and Right of Use ..... 3  
7. Marking ..... 4  
8. Approval ..... 4  
9. Dates ..... 4  
10. Loyalty..... 4  
11. Warranty and Damages..... 5  
12. Termination ..... 5  
13. Right to Withhold / Filing of Documents..... 5  
14. Liability ..... 5  
15. Applicable Law ..... 6  
16. Place of Performance and Jurisdiction ..... 6

## 1. GENERAL

All transactions between the client and the individual members of the network "Designjournalists" (hereinafter referred to as the Editorial Office) shall exclusively be governed by these General Terms of Business. The client's general terms of business shall only apply if this has explicitly been agreed in writing. Agreements diverging from or supplementary to these General Terms of Business shall only be valid if set out in writing.

If individual clauses in these General Terms of Business prove to be invalid, this shall not affect the validity of the remaining clauses and of the contracts concluded on their basis. The invalid clause shall be replaced by a valid provision which meets the purpose and intent of the invalid clause to the greatest possible extent.

## 2. CONCLUSION OF CONTRACT

Offers by journalists of the Editorial Office shall be made without obligation. Clients' orders shall only be deemed to have been accepted when confirmed by the Editorial Office in writing, unless the Editorial Office has indicated that it accepts the order, for instance by taking action based on the order.

Contracts shall only be concluded by and between the individual members of the Editorial Office and the client.

Offers and cost estimates by the Editorial Office shall be subject to change. The Editorial Office shall draw the client's attention to the higher costs if it becomes apparent after conclusion of the contract that the actual costs will exceed the estimated costs by more than 20 per cent.

## 3. SCOPE OF SERVICES

The Editorial Office shall have rendered its services when the agreed performances have been developed and approved by the client without delay. Unless otherwise agreed, the Editorial Office may call on the services of qualified subcontractors to discharge the client's order, but shall always remain directly obligated to the client. The Editorial Office shall employ trained and qualified employees with the required know-how and skills, who shall be continuously supervised and monitored during execution of the order. In all other respects, the Editorial Office shall be free to decide at its discretion whether to deploy or replace employees.

## 4. FEE AND TERMS OF PAYMENT

One third (1/3) of the total fee shall be due and payable on placement of the order. A further third (1/3) of the total fee shall be due and payable on delivery, and the last third (1/3) on completion of the order. The Editorial Office shall be entitled to demand payments in advance to cover its expenses. Unless otherwise agreed, the Editorial Office shall also be entitled to reimbursement of necessary travel expenses and courier costs, in addition to its fee. Details concerning the terms of payment shall be set out in the contract. However, the Editorial Office may also make performance contingent on step-by-step payment or on payment in advance. Individual agreements shall always take priority. The scope of services shall be set out in the contract.

The Editorial Office shall be entitled to set off payments against the oldest claim due. If the deadline for payment is exceeded, the Editorial Office shall be entitled to demand interest on the defaulted payment at a rate 8 percentage points above the basic interest rate charged by the European Central Bank. The assertion of further claims shall not be excluded. Delivered goods shall remain the property of the Editorial Office until they have been paid for in full.

The Editorial Office shall be obliged to take account of the client's requests for changes, insofar as such requests are reasonable within the scope of the quoted concept, particularly as regards effort and timing.

Insofar as review or realisation of the requested changes affect the contractual terms, particularly the Editorial Office's effort or the timetable, the parties shall agree on a suitable amendment of the contractual terms and particularly on a higher fee or rescheduling of the dates. Unless otherwise agreed, the Editorial Office shall in such a case carry out the work regardless of the desired changes until the contract has been amended.

All other ordered services by the Editorial Office which are not explicitly covered by the agreed fee shall be remunerated separately. This shall apply above all for all ancillary performances by the Editorial Office.

All cash expenses incurred by the Editorial Office shall be reimbursed by the client.

## 5. CONFIDENTIALITY, PRIVACY

The Editorial Office, its members of staff and all third parties consulted undertake to treat in confidence all matters of which they acquire knowledge in conjunction with their activities for the client. This duty to ensure confidentiality shall encompass all confidential information and business or company secrets of the client which become known in conjunction with the order.

The Editorial Office shall be authorised, within the scope of the order's intended purpose, to process personal data in compliance with the regulations on privacy and data protection, or to have such data processed by third parties.

The Editorial Office can only be released from this confidentiality obligation by the client and in writing. This obligation shall remain in force even when the contract has ended. Confidential data may only be forwarded to third parties who are not involved in execution of the order if this has been approved by the client in writing.

All persons who have been retained to discharge the order shall be obligated by the client in writing to comply with this requirement.

## 6. COPYRIGHT AND RIGHT OF USE

On payment of the fee, the client shall only acquire the right of use for the purpose and to the extent agreed in the order. All further use shall be subject to a fee and shall justify imposition a 100% surcharge for violation. A surcharge of 50% of the agreed utilisation fee shall be payable if the copyright reference is omitted, incomplete, incorrectly positioned or cannot be assigned. Once-only rights of use shall not pass to the client until the agreed fee has been paid in full. Unless agreed otherwise with the Editorial Office, only the client may make use of the Editorial Office's services and only during the term of the contract. If a fee has not been agreed, it shall be determined in accordance with the table of fees of the

Association of German Journalists (DJV) as valid at that time. Value-added tax shall be charged at the applicable rate in addition to the fee.

Performances by the Editorial Office may only be modified by the client with the explicit consent of the Editorial Office and of the applicable copyright holder, insofar as the performances concerned are protected by copyright.

Regardless of whether or not a performance is protected by copyright, any use of performances by the Editorial Office which go beyond the originally agreed purpose and scope of use shall require the explicit written consent of the Editorial Office. This shall also apply for exploitation of other media belonging to the contractor, such as online portals, apps or e-books. Editorial office and copyright holder shall be entitled to separate, reasonable remuneration for such use (see No. 4).

## 7. MARKING

The Editorial Office shall be entitled to refer to the Editorial Office and possibly to the copyright holder in all information materials and all campaigns, without the client acquiring any entitlement to remuneration as a result.

## 8. APPROVAL

All performances proposed by the Editorial Office and/or to be undertaken on expiry of an individually agreed time limit shall be reviewed by the client and approved without delay. They shall be deemed to have been approved by the client if approval is not granted within seven (7) days.

The lawful admissibility of performances by the Editorial Office shall be reviewed by the client, above all in conjunction with copyright law, press law, anti-trust law and trademark law. The Editorial Office shall only organise external legal review if requested by the client in writing. The associated costs shall be borne by the client.

## 9. DATES

Unavoidable or unforeseeable occurrences (Force Majeure) – especially delays by the Editorial Office's contractors – shall in all cases relieve the Editorial Office of the need to comply with the agreed delivery date. Occurrences of Force Majeure which make performance considerably more difficult or temporarily impossible shall entitle the party concerned to defer performance for the duration of the impediment or a reasonable start-up time. Labour disputes and similar circumstances shall also qualify as Force Majeure, insofar as they are unforeseeable, serious and have been caused without fault. The parties shall inform one another of such occurrences without delay.

## 10. LOYALTY

The parties undertake to ensure mutual loyalty. They shall immediately inform one another of all circumstances occurring in the course of the project which are capable of influencing its progress. Above all, the prior written consent of the contractual partner concerned shall be required before entering into direct contact with that contractual partner's customers.

## 11. WARRANTY AND DAMAGES

Any complaints by the client shall be filed and substantiated in writing within seven working days of performance by the Editorial Office. In the event of justified, timely complaints, the client shall be entitled to demand that performance be repeated by the Editorial Office.

Except in cases of wilful intent or gross negligence by the Editorial Office, claims for damages by the client shall be excluded, especially claims based on default, impossibility of performance, breach of contract, culpa in contrahendo, defective or incomplete performance, consequential loss due to defects, and tort. This shall not apply in cases of death, bodily injury and damage to health.

## 12. TERMINATION

The client shall be entitled to cancel the order with 14 days' notice, but shall pay the Editorial Office the complete agreed fee regardless of the expenses saved and any other possible sources of income. The right to extraordinary termination shall remain unaffected. Notice of termination shall only be valid if set out in writing.

## 13. RIGHT TO WITHHOLD / FILING OF DOCUMENTS

The Editorial Office shall be entitled to withhold documents entrusted to it until all its claims have been paid in full; however, exercising this right shall constitute a breach of faith if it were to cause the client an unreasonably high and unjustifiable loss when weighing up both parties' interests. The Editorial Office's duty to file documents shall expire three years after the contractual relationship ends.

## 14. LIABILITY

The client shall explicitly be responsible for ensuring that the communication measures proposed by the Editorial Office comply with statutory regulations, particularly those pursuant to copyright law, press law, anti-trust law and trademark law. In particular, the client shall not approve a PR campaign proposed by the Editorial Office until it (the client) has established the campaign's conformity with anti-trust law or is prepared to bear the risk associated with implementation of the PR campaign.

All liability of the Editorial Office for claims asserted against the client on account of the campaign shall explicitly be excluded. In particular, the Editorial Office shall not be liable for costs of litigation, the client's own lawyers' fees and costs associated with the pronouncement of judgement, nor for any third-party claims for damages or similar claims.

In the event that the Editorial Office itself is sued on account of a campaign, the Editorial Office shall be held harmless and indemnified by the client. The client shall consequently indemnify the Editorial Office for all financial and other prejudices (including intangible losses), including the costs associated with prosecution and legal defence. The client shall be obliged to pay damages if the Editorial Office consequently incurs a loss as a result.

The client's contractual entitlement to claim damages from the Editorial Office shall become statute-barred two (2) years after acceptance.

## 15. APPLICABLE LAW

Rights accruing from the contractual relationship with the Editorial Office may only be assigned with prior written consent. All claims arising from this contract shall exclusively be governed by the law of the Federal Republic of Germany. Amendments or supplements to these clauses or this contract shall only be valid if set out in writing and must be identified as such. Venue for jurisdiction for all disputes arising from the contract shall be at the domicile of the Editorial Office insofar as the order has been placed by a registered trader within the framework of his trade or by a legal entity under public law.

Legal relations between the client and the Editorial Office, as well as the validity of the contract and its pre- and post-contractual consequences shall exclusively be governed by German law.

## 16. PLACE OF PERFORMANCE AND JURISDICTION

Place of performance shall be Hamburg. The German court with local and subject-matter jurisdiction for the domicile of the individual members of the Editorial Office shall be agreed as venue for all disputes directly or indirectly arising between the individual members of the Editorial Office and the client. However, the individual members of the Editorial Office shall also be entitled to sue the client in any other competent court.