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Standard terms and conditions of business:

1. Scope

The following refers to our business partners as 'the customer' and the company Jazzunique GmbH itself as 'Jazzunique'.

The following terms and conditions (T&Cs) form an integral part of all contractual relationships entered into between the customer and Jazzunique. The customer acknowledges these T&Cs on order placement or acceptance of the service or delivery. Other terms and conditions of the customer do not form part of any contract, even if Jazzunique does not reject these explicitly.

2. Quotation, contract conclusion, prices

2.1
Quotations supplied by Jazzunique to the customer are subject to confirmation unless explicitly agreed otherwise in writing. Prices stated by Jazzunique in advertisements and online are non-binding and subject to confirmation. Customer orders and declarations of acceptance must be made in writing.

2.2
The contract between Jazzunique and the customer is normally concluded by means of a written quotation from Jazzunique.

2.3
The prices stated by Jazzunique are understood to be exclusive of VAT at the applicable statutory rate, and may also be quoted net of packing, freight, carriage and insurance (as applicable). The customer is responsible for all permits and registrations, and payments of fees (e.g. public order office, performing rights societies, etc.).

3. Service scope

3.1
The scope of services to be provided by Jazzunique is defined solely by the written quotation as supplied by Jazzunique. Jazzunique offers the following types of service and itemises these services separately within the quotation:

- Planning services for interior design
- Graphic/web design
- Creative consulting services
- Event management
- Marketing campaigns

3.2
Jazzunique is entitled to utilise the services of third parties (external services) to render the contractually agreed performance. Jazzunique is further entitled to charge a handling fee typical for the industry of 15–20% for brokering these external services.

Unless otherwise agreed, such third-party services will be commissioned on behalf of and at the expense of Jazzunique. In such cases, Jazzunique is not obliged to keep accounts of the services provided by third parties as subcontractors nor to provide details of any invoices

issued by the persons/companies commissioned by Jazzunique.

3.3
Any additional services not quoted in the quotation that are provided at the customer's request, as well as additional expenditure incurred as a result of incorrect details supplied by the customer, as a result of transport delays beyond Jazzunique's control or as result of late or inadequate third-party services (where these parties are not vicarious agents of Jazzunique) will be invoiced to the customer in line with the agency's current rates of remuneration.

3.4
Jazzunique is entitled to render part performance in cases where this is acceptable to the customer – such a performance, Jazzunique can request payment according to the part performance as a proportion of the contract value. Jazzunique can further request that the customer formally accepts a self-contained part performance in the sense of section 1. These items of part performance do not need to be provided in a form usable by the customer and may also be made available by Jazzunique merely as a basis for further work.

4. Customer's duties of cooperation

4.1
The customer shall make available such key data, product information, project plans and templates as are necessary for Jazzunique to render performance according to section 3.1, which will be handled in the strictest confidence by the latter.

4.2
If the customer provides Jazzunique with templates and information for use in the design of advertising materials, then the customer guarantees that they are

authorised to use and share these templates and information.

4.3

The customer shall accept or reject the written quotation containing details as described in section 3.1 within an appropriate time frame typically not exceeding five working days.

4.4

Quotations are legally binding even when unsigned.

4.5

If the customer accepts the quotation as offered by Jazzunique, this constitutes approval of the contractual parameters contained therein.

4.6

The customer undertakes to fulfil their contractual obligations in a proper and timely manner. Jazzunique's own fulfillment of delivery and service obligations, especially those involving fixed deadlines, is dependent on the customer's timely provision of relevant documentation and information by the due date. If the customer fails to fulfil their obligations, Jazzunique is entitled to seek compensation for the losses thereby incurred.

5. Payment and advance payment

5.1

Invoices from Jazzunique become due and payable in full immediately after issue on receipt. Alternative terms of payment may also be agreed in the quotation/individual order.

5.2

The customer may offset only with receivables that are uncontested and recognised as legally binding.

5.3

The delivered goods (reserved goods) remain the property of JU until full payment of all current and future claims arising from the contract, and an ongoing business relationship (secured claims). Until full payment of the secured claim, the reserved goods must not be pledged to third parties nor assigned as security.

If the customer files for insolvency, they must notify JU immediately in text form. If the reserved goods are seized by third parties or become subject to other interventions by third parties, the customer shall, while ownership has not yet been transferred to the latter, inform the third party about JU's ownership rights and shall notify JU immediately so that JU can enforce its ownership rights.

The customer is liable to Jazzunique for the judicial and extrajudicial costs incurred in this context pursuant to section 771 of the German Code of Civil Procedure (ZPO) insofar as the third party is unable to reimburse the customer for these costs.

6. Right of rescission on the part of Jazzunique

Jazzunique is entitled to rescind the contract in the following cases:

6.1

(a) If the customer is unable to guarantee payment of the fee due

(b) If the customer fails to fulfil their obligation to cooperate on matters required to perform the order (which also includes compliance with the payment terms) Jazzunique is entitled to seek compensation from the customer in these cases.

6.2

The customer has no right to claim compensation in the event of Jazzunique rescinding the contract.

7. Cancellation on the part of the customer

7.1

If the customer cancels an order or the provision of a service, the customer shall pay Jazzunique a portion of the agreed gross fee and agreed additional expenses as compensation in accordance with the following schedule of rates. Jazzunique for its part will seek to minimise such expenses and, where possible, assert its own rights of cancellation against its third-party service providers.

- After contract conclusion = 10 percent
- After contract conclusion and 12 to 8 weeks before the order deadline = 25 percent
- After contract conclusion and 8 to 4 weeks before the order deadline = 50 percent
- After contract conclusion and 4 to 2 weeks before the order deadline = 75 percent
- After contract conclusion, less than 2 weeks before the order deadline = 100 percent

If the customer is able to show that Jazzunique was able to avoid a greater outlay on expenses or that Jazzunique earned (or could have earned) a specific fee from some other business instead, Jazzunique shall offset these amounts accordingly.

7.2

In the case of orders involving planning, execution and support services for events, the periods stated here reference the date of the event itself instead of the order start date.

7.3

The basis of calculation for cancellation fees is the net offer price after accounting for discounts or other arrangements.

7.4

A cancellation resulting from circumstances involving force majeure, such as war, terrorism, regulatory orders, pandemics and environmental disasters involving flooding, storms or fire not foreseeable when the order was placed, does not relieve the customer of their payment obligations.

7.5

Order cancellations must be made in writing.

8. Use of branding

Jazzunique is not entitled to utilise the customer's trademarks, logos, protected names or other business marks in any form whatsoever outside of individual orders placed in writing without obtaining the customer's express written consent to do so.

9. Copyright

9.1

On settlement of all invoices relating to the order, Jazzunique grants the customer all of the usage rights necessary in order to use the former's works and services within the scope as agreed for the order. In case of doubt, Jazzunique fulfils its obligations here by granting non-exclusive usage rights within the territory of the Federal Republic of Germany for the duration of use of the advertising material. Any usage other than the above, including but not limited to adaptation or modification, requires the prior written consent of Jazzunique.

9.2

Unless alternative arrangements have been agreed, Jazzunique retains all usage rights to works not yet paid in full on termination of the contract.

9.3

The customer shall not transfer usage rights to third parties without obtaining the prior written consent of Jazzunique.

10. Confidentiality

Jazzunique and the customer agree to maintain confidentiality about the counterparty's business affairs and trade secrets they become party to during contract performance, even beyond the duration of their business relationship. The parties to the contract also undertake to make the same duty of confidentiality binding on all employees and/or third parties (e.g. suppliers) who become party to the abovementioned business transactions. This obligation to confidentiality applies indefinitely.

11. Retention periods

Jazzunique will retain customer materials relating to the order for a period of 6 months, except in cases where legal provisions require a longer retention period, and will then return these materials to the customer on request. The customer shall ensure that duplicates are made before making original materials available (slides, disks, etc.). Even before the expiry of this 6-month period, the customer is entitled to request the surrender of all materials developed and/or prepared in connect with the written order if the contractual relationship terminates before this date. Jazzunique will return the materials to the customer within 10 days of receiving such a request. If the customer does not request a return of the materials, Jazzunique will destroy the same at the customer's expense.

12. Liability and warranties

12.1

If Jazzunique commissions external service providers or suppliers on behalf of the customer, the customer has

no right to assert claims for defects or compensation against Jazzunique except in cases where Jazzunique is in breach of its duty of care regarding the selection of such external parties.

12.2

Jazzunique is liable to claims for compensation asserted by the customer on contractual grounds and on account of tortious acts only if Jazzunique – namely an employee, director or vicarious agent of Jazzunique – acted with wilful intent or gross negligence. This exemption from liability does not extend to claims for compensation arising from a guarantee offered by Jazzunique or from product liability law, or asserted as a result of injury to life, limb or health. The maximum compensation payable in each case is limited to the agency's performance as agreed in the quotation.

12.3

If losses have been caused by subcontractors or service providers commissioned by Jazzunique, Jazzunique is liable only in cases of wilful intent or gross negligence. In such cases, the scope of liability is set by Jazzunique's contractual rights to claim compensation against subcontractors or commissioned service providers; Jazzunique transfers these rights to the customer and provides support for their assertion.

12.4

For goods deliveries, Jazzunique is liable only in cases of wilful intent or gross negligence and only to the value of the goods themselves. If, through no fault on Jazzunique's part, suppliers do not perform delivery or render services appropriately and this results in a situation where Jazzunique is unable to meet its contractual obligations, the scope of liability is set by Jazzunique's own rights to claim compensation against the supplier; Jazzunique transfers these rights to the customer and provides support for their assertion.

13. Final provisions, severability clause

All changes and amendments to these provisions, including any agreement to waive this written form requirement, must be made in writing.

If individual provisions should prove or become invalid, this does not affect the validity of the remaining provisions. The invalid provision will be replaced by an alternative arrangement that most nearly approximates the intended purpose of the invalid provision.

14. Place of jurisdiction

The place of jurisdiction is Frankfurt am Main, Germany, insofar as the parties are merchants or legal entities under public law. Jazzunique also reserves the right to sue the customer at the latter's place of residence or registered place of business.

15. Place of performance

The place of performance is Jazzunique's registered place of business in Frankfurt am Main, Germany.

16. Applicable law

These T&Cs and all legal relationships between Jazzunique and the customer are subject to the law of the Federal Republic of Germany with the exclusion of UN CISG.

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