

General Terms and Conditions

1. Scope

- 1.1 All deliveries and services of RP/07 GmbH & Co. KG (hereinafter referred to as RP/07) are based on these General Terms and Conditions (hereinafter referred to as GTC) and are part of all contractual relationships and related legal transactions between RP/07 and its contractual partners (hereinafter referred to as the Client).

These GTC also apply to all future contractual agreements with the Client, even if they are not expressly agreed upon again. They are accepted by the Client as legally binding with the first contract conclusion, unless a different arrangement is expressly agreed upon in writing or electronically (§ 126a BGB).

- 1.2. RP/07 objects to all conditions of the Client that contradict these GTC. In such cases, the non-contradictory parts of the Client's terms will apply alongside these GTC. For the contradictory parts, the legal situation will apply.
- 1.3. Deviations from these GTC are only valid if RP/07 confirms them in writing or electronically (§ 126a BGB). This particularly applies to oral, telephonic, faxed, or telegraphic supplementary agreements, guarantees, or previous agreements of any kind.

2. Contract Conclusion and Amendments

- 2.1. Cost estimates from RP/07 are non-binding. Offers from RP/07 are binding for 10 days from the date of the offer.
- 2.2. Significant changes (e.g., changes in authorship), additional requests, or supplementary performance plans oblige both parties to reasonably adjust compensation, deadlines, and the description of services. If RP/07 recognizes the necessity of significant changes, the importance of the additional requests, or supplementary performance plans of the Client, it must inform the Client immediately.
- 2.3. For services commissioned by RP/07, RP/07 reserves the right to pass them on to a selected specialist company on behalf and at the risk of the Client.

3. Prices

- 3.1. The prices of RP/07 are quoted in euros, plus the applicable statutory VAT.
- 3.2. The prices listed in RP/07's offer are decisive. Additional services will be invoiced separately.
- 3.3. For billing based on hours worked, the hours determined by RP/07 are decisive unless the Client proves a calculation error. The billing unit is half an hour. Started half-hours are fully charged.

4. Payment Terms, Prohibition of Set-off

- 4.1. Unless explicitly agreed otherwise, all invoices from RP/07 are due immediately upon receipt without deduction.
- 4.2. RP/07 is not obliged to accept checks. The acceptance of checks is only for payment. Bills of exchange are not accepted under any circumstances.
- 4.3. Unless explicitly agreed otherwise, RP/07 issues an initial partial payment of 50% of the net amount listed in the offer plus VAT after the contract is concluded. After the final acceptance, RP/07 issues the remaining amount, plus third-party services, additional costs, and VAT.

4.4. In the event of default by the Client, RP/07 is entitled to charge default interest from the time of default at the statutory rate. If financing becomes necessary, RP/07 reserves the right to charge all resulting costs to the Client.

4.5. The Client is not entitled to offset counterclaims or to assert a right of retention unless the counterclaims are undisputed or legally established.

5. Delivery Times, Deadlines, and Dates

5.1. Deadlines and dates commence only after all contractual conditions and technical details have been clarified, and any necessary initial materials, documents, and/or approvals have been provided by the Client. Delivery times are non-binding unless RP/07 has confirmed them as binding in writing.

5.2. Adherence to deadlines and dates depends on the timely and proper fulfillment of the obligations of the Client, particularly the timely provision of materials to be processed such as data, tapes, and film material. If the Client does not fulfill their obligations on time, the deadlines and dates will be extended accordingly.

5.3. In the case of significant changes pursuant to Section 2.2, the deadlines and dates will be extended appropriately.

5.4. RP/07 is entitled to make partial deliveries, provided this is reasonable.

6. Shipping and Transfer of Risk

6.1. Shipping is carried out at the expense of the Client. Transport will be via standard transport methods (mail, courier, train). Packaging will be at RP/07's discretion.

6.2. RP/07 will only take out transport insurance upon the Client's written request and at their expense.

6.3. The risk is transferred to the Client once the contractual item has been sent or handed over to the person or company performing the transport. If the shipment is delayed through no fault of RP/07, the risk is transferred to the Client upon notification of shipment readiness.

6.4. In the case of collection, the risk is transferred to the Client upon handover of the contractual item.

7. Retention of Title and Security Rights

7.1. The contractual item remains the property of RP/07 until full payment by the Client. If the Client sells the contractual item before full payment, they assign their claim against the third party to RP/07 until all outstanding debts are settled. RP/07 accepts this assignment.

7.2. Pledges, security transfers, and other dispositions by the Client are not permitted as long as the retention of title exists.

7.3. If the Client processes the contractual item further, RP/07 acquires ownership of the newly created item immediately. In the case of connection, mixing, or processing of items belonging to multiple reserved owners, RP/07 acquires ownership of the newly created item in proportion to the value of its share to the total value.

7.4. In the event of third-party claims (e.g., pledges), the Client must immediately notify RP/07 in writing so that RP/07 can file a third-party opposition claim. If the third party is unable to reimburse RP/07 for the costs of such a claim, the Client is liable for the loss incurred by RP/07.

7.5. In case of default, RP/07 is entitled to disclose all security rights and to enforce the associated claims and rights. The Client is then obligated to provide RP/07 with all necessary documents (contracts, delivery notes) and promptly answer any inquiries.

8. Copyright and Usage Rights

- 8.1. If copyright, co-authorship rights, or rights of modification arise during the performance of the contract by RP/07, they remain with RP/07. On the condition of revocation, for example, in the case of important reasons, RP/07 grants the Client simple, non-transferable, non-exclusive usage rights that are necessary for the Client within the scope of the contractual subject matter unless other usage rights are included in the offer. An important reason is, in particular, the non-payment of the remuneration owed to RP/07 within the agreed or legally prescribed payment period.
- 8.2. If third-party copyright and/or modification rights are affected in the context of the order, the Client guarantees that the contractual processing complies with the usage and modification rights granted by the third party. The Client indemnifies RP/07 from any third-party claims due to copyright or modification rights violations.
- 8.3. All computer files and the associated rights remain with RP/07.

9. Data, Tape, and Film Material

- 9.1. RP/07 is not obligated to retain the data, tape, or film material submitted for processing beyond the processing period. Retention beyond the processing period is not part of RP/07's performance obligations.
- 9.2. The data, tape, or film material provided by the Client will only be returned at the Client's express request and expense. Otherwise, RP/07 is entitled to destroy the submitted material.

10. Further Obligations of the Client

The Client is obligated to:

- Ensure full insurance coverage for the items handed over to RP/07, particularly data, tape, and film material.
- Keep appropriate security, duplicate material, or samples to replace the original material.
- Immediately inform RP/07 of any changes to the address, company, or rights holder.
- Notify any third-party rights holders of these GTC and obtain their written consent.
- Accept the services on time.
- Respond to inquiries and explanations from RP/07 within a reasonable time frame.

11. Complaints and Warranty

- 11.1. Complaints or other objections must be made immediately, but no later than 10 days after receiving the delivery (exclusion period), or for hidden defects, within 10 days of discovery, in writing. The goods must remain in the condition they were in at the time the alleged defect was identified and be returned to RP/07.
- 11.2. Subjective features subject to artistic design, such as colors, tones, or animations, cannot be the subject of complaints.
- 11.3. The Client's warranty claims are limited to the right to rectification or replacement delivery by RP/07. RP/07 must be given a reasonable period for this. If rectification or replacement delivery fails, the Client has the right to reduce the price or cancel the contract.

12. Liability

- 12.1. RP/07 is liable for intent and gross negligence.
- 12.2. RP/07 is only liable for simple negligence – except in cases of injury to life, body, or health – if essential contractual obligations (cardinal obligations) are violated, and then only for the typical and foreseeable damage.
- 12.3. Liability for indirect and unforeseeable damages, as well as consequential damages and lost profits, is excluded in the case of simple negligence – except for the violation of essential contractual obligations (cardinal obligations).
- 12.4. Any further liability for damages beyond what is provided for in these GTC is excluded, regardless of the legal nature of the asserted claim.
- 12.5. The liability limitations or exclusions in Sections 12.2 and 12.3 do not apply to legally prescribed strict liability, especially under the Product Liability Act.
- 12.6. If RP/07's liability is excluded or limited, this also applies to the personal liability of RP/07's employees, workers, organs, representatives, and vicarious agents.

13. Jurisdiction and Applicable Law

- 13.1. The place of performance and jurisdiction is the court responsible at the location of the company's headquarters.
- 13.2. The law of the Federal Republic of Germany applies exclusively, excluding all international agreements.