

General Terms and Conditions

All supplies, work, services and agency services provided by Change International Ltd. are subject to these General Terms and Conditions. Other agreements that vary from these General Terms and Conditions are possible if set out in writing.

General Terms

The customer commits to provide the contractor (Change International Ltd.) complete, detailed information and to provide a system briefing.

Offers

All offers are subject to change. Prices and expense estimates are based on information available at the time the quotation is made. Changes are reserved. Offers made verbally or by telephone are not binding until subsequent written confirmation has been received.

All prices are subject to VAT if applicable provided that this has not already been separately stated in the agreed price.

Any goods and services that have been ordered, including any preliminary designs, must be paid for even if not used or the customer changes their mind. Change International Ltd. is entitled to have its obligations to the customer performed by third parties.

In the case of seminars and trainings, the relevant seminar descriptions, in particular with regard to duration and number of participants, are deemed to have been included as an integral part of these General Terms and Conditions.

Passage of risk; Shipment

In all cases, risk passes to the customer upon shipment of the goods. To the extent not otherwise agreed, all deliveries are deemed to be ex works (Change International Ltd.'s registered office) exclusive of shipping and packaging. Without exception, shipment is for the account and at the risk of the customer; transport insurance will only be purchased at the express instruction of the customer and at the customer's expense.

Delivery times

If an agreed time for delivery or performance has been exceeded by more than four weeks, the customer is required to grant a grace period of an additional four weeks. If the obligation to deliver or perform has still not been satisfied by the expiration of this period, the customer has the right to terminate the contract. Written notice of termination must be provided within one week of the expiration of the grace period at the latest.

To the extent permitted by law, any and all claims for damages related to delayed delivery or performance are excluded.

For the duration of the examination of proofs, production patterns, reprographic masters, etc. by the customer, the delivery time is suspended in each case from the date of dispatch to the customer until the day of receipt of their opinion.

Scheduled dates

An alternate date will be agreed with the customer for a planned activity if the customer fails to keep an individual appointment agreed with Change International Ltd. (meeting, training, etc.). The customer is required to pay 50% of agreed fees if the customer cancels due to reasons for which Change International Ltd. is not at fault. If such cancellation is less than two weeks prior to the agreed date, the customer is responsible for 100% of the agreed fees.

Conversely, in the event of illness, accident or other absence of a trainer, Change International Ltd. will use its best efforts to find a replacement. In the event that this is not possible, Change International Ltd. will schedule a new date at a later time with the original trainer. In such cases, claims for compensation for damages against Change International Ltd., or cancellation, are excluded to the extent permitted by law. Cancellation of the original agreed date does not result in the rescission of the agreement for performance but rather the timing of performance is merely postponed.

Should a project come to halt in whole or in part - on grounds for which Change International Ltd. is not at fault (i.e. performance is impossible) - 4/10ths (plus VAT) of any activities yet to be performed according to the order confirmation will be invoiced.

Payment terms

Payments are due without deduction within two weeks of delivery or completion of the work or service and after receipt of the invoice. Invoices are deemed to have been received three days from the date of mailing at the latest.

Monthly interim invoices may be sent or partial payments demanded in the case of larger projects in proportion to the amount of work performed. The payment terms referred to above apply likewise apply to such interim invoices. To the extent permitted by law, the customer is not entitled to assert or offset a right of retention against claims for payment on the part of Change International Ltd.

Amounts will be calculated on the basis of the applicable fee schedule.

The following will be invoiced separately to the extent not provided in kind by the customer: Shipping and packaging, graphic design and final artwork, photos and touch-ups, camera-ready templates and laser prints as well as larger texts for which freelancers or journalists may be necessary, costs of reproduction, copies, printing, typesetting, costs for seminar technology as well as set-up and removal, participant documents for seminars, preparation time, etc. as well as the costs of travel and overnight stays incurred in connection with performing work.

Retention of title; Copyrights

Any and all goods that have been delivered along with any proposals, texts, drafts, concepts, etc. remain the property of Change International Ltd. until payment in full. Following payment of the fee, any property rights in the work performed not expressly assigned to the customer are retained by Change International Ltd. In particular, the customer may not use any work created by Change International Ltd. for purposes other than the purpose for which such work was commissioned and purchased. Seminar materials may only be reproduced for training purposes with express consent. As the holder of all copyrights, Change International Ltd. is entitled to sign its work and use its work for purposes of self-promotion. With regard to the copyright retained by Change International Ltd., the customer is not authorized to modify or supplement proposal, texts, drafts, etc., or to have any such modifications or additions performed by a third party, without the consent of Change International Ltd. Subject to any arrangements to the contrary, preliminary designs may only be developed further by Change International Ltd.

Change International Ltd. has the right to be fully informed about the success of concepts it has designed or actions it has performed. Change International Ltd. is entitled to customer copies free of charge.

Assignments to third parties

In the event that Change International Ltd. assigns order to third parties, such third parties are not deemed to be its agents. However, Change International Ltd. assigns all warranty rights or claims to compensation for damages to which it is entitled in relation to such third parties to the customer. Any additional liability for the results of work performed by third parties is excluded to the extent permitted by law.

Approval of samples

Change International Ltd. commits to obtain the approval of the customer or their agent or authorized representative, as applicable, prior to the production of printed material, media, etc. This will be done by having the customer or their authorized representative initialing the samples at the place indicated.

Confidentiality

In dealings with third parties, Change International Ltd. commits not to disclose any details regarding the organization, production and operations of the customer or their customers of which it becomes aware provided such details are by their nature to be treated confidentially. The customer commits itself in a like manner.

Non-competition clause

If needed, a non-competition arrangement must be agreed separately. However, Change International Ltd. commits in any event not to provide any information regarding its customers to competitors. The customer is subject to a similar commitment.

Insurance; Storage costs

Change International Ltd. assumes no liability for the transport and storage of the customer's property, in particular manuscripts, originals, printing plates, camera-ready templates, negatives, etc. except in cases of gross negligence on the part of Change International Ltd.

Legal Review

The customer assumes the obligation to review legal rights concerning texts and images included in all works proposed and designed by Change International Ltd. Warranty for any eligibility for protection or conformity with competition law is excluded to the extent permitted by law.

Warranty

With regard to patent or latent defects or for the lack of a guaranteed quality in printed materials, the exclusive form of warranty relief to be provided by Change International Ltd. is, at its election, to rectify the defective goods or to provide a replacement that is free of defects within three months of the date of delivery. All other claims on the part of the customer concerning defects or the lack of a guaranteed quality are excluded to the extent permitted by law.

Defects relating to a part of a supply of goods and services cannot serve as the basis for the rejection of the entire supply of the relevant goods and services.

Complaints concerning defects must be submitted in writing within one week of delivery of the goods and in the case of patent defects within one week of identifiability of the defect, at the latest. Warranty claims may not be asserted if these deadlines have passed.

Change International Ltd. is not obliged to effect cure so long as the customer has not satisfied their contractual obligations.

The duty to provide warranty relief lapses if goods that have been delivered are modified, handled improperly or are subject to processing. Change International Ltd. is not liable for third-party products in any case. However, it assigns any warranty claims in relation to the supplier of any such third-party products to the customer.

Place of jurisdiction and applicable law

The place of jurisdiction for all disputes is Munich, i.e. the location of Change International Ltd.'s registered office. Any such dispute shall be resolved according to German substantive and procedural law.