



Terms and Conditions

(as of: July 1, 2010)

Terms and Conditions

Casa Blanca Communication GmbH & Co. KG
Mühlenberger Weg 61 | D-22587 Hamburg.



§ 1 Purpose and scope

1.1 The following Terms and Conditions refer to services and/or works in advertising and public relations. The type of services and works in detail shall be based on Casa Blanca Communication's concepts, offers, and campaign proposals, and on individual orders.

1.2 These Terms and Conditions shall form an integral part of any written or oral contract unless specifically otherwise agreed in writing.

1.3 Deviating customer terms, or changes or additions to these Terms and Conditions, shall require Casa Blanca Communication's written approval. This shall also apply where the Customer's business and/or delivery terms and conditions have not been expressly refused.

1.4 The Customer is advised that Casa Blanca Communication acts as a consulting and services company with particular expertise in strategic communications along with a wide range of communications expertise applied nationally and internationally, alone or in combination with other communications companies. Casa Blanca Communication pursues the highest standards in quality, professionalism, competence and integrity in a holistic approach.

We plan strategically, and use appropriately coordinated packages of measures in developing solutions that encompass every possible communication medium. We operate on market principles – transparency in prices and billing is a natural and fundamental principle, while ensuring proper and expertly commercial contract performance.

§ 2 Contract performance and billing by Casa Blanca Communication

2.1 The specific services and objectives to be rendered by Casa Blanca Communication shall be set out in detail in separate contracts to be concluded between the Customer and Agency, as well as in minutes to meetings.

2.2 Casa Blanca Communication provides services to the requirements and specifications of its Customers.

2.3 Services rendered by Casa Blanca Communication together with its employees in planning and implementation shall be billed as follows:

Consultation, planning and implementation:

Remuneration for staff time and effort taken by Casa Blanca Communication in hourly and daily rates or as lump-sum offers based on Casa Blanca Communication's current pricelist. The business relationship may take the form of long-term contracts or single orders on a project basis.

Long-term contracts:

A monthly basic fee usually billed for payment in advance covering ongoing consultation, planning and support, and general work shall be charged in a continuous business relationship with Casa Blanca Communication. The services covered shall be described in the contract. An implementation fee depending on the nature and scope of the work shall be billed for additional individual activities.

Consultation and individual orders:

Individual orders shall be billed on a project basis depending on the difficulty of developing solutions and the necessary staff time and effort as based on hourly and daily rates or lump-sum offers according to Casa Blanca Communication's current pricelist.

Design work:

Design work encompasses editorial text-based and visual works for advertising and sales campaigns. Specifically, this refers to journalistic and other texts, graphic designs, photographs and illustrations as a basis for the production of information tools and treatments as well as scripts for visual, film, radio or television productions. These services shall be billed according to offer and order.

§ 3 Copyright and usage rights

3.1 Each order placed shall be a copyright agreement granting usage rights to the works produced according to contract.

3.2 The provisions of German copyright law shall also apply where the threshold of originality as required by Germany's Copyright Act UrhG §2 has not been reached.

3.3 Simple usage rights to designs and texts as required for the specific purpose, but not transfer of title, shall be granted to the Customer unless otherwise agreed in writing; transfer

of rights to third parties shall require written agreement, where such rights shall only be transferred on full payment for services rendered.

3.4 Designs and final artwork shall not be used either in original or as reproduction derivatives without the express consent of Casa Blanca Communication; no imitation in whole or in part is permitted. Violation of the above term shall entitle Casa Blanca Communication to charge a penalty amounting to twice the agreed remuneration. If no specific remuneration has been agreed, the customary remuneration shall apply.

3.5 Proposals from the Customer or the employees of the Customer shall have no effect on the level of remuneration, and shall not establish any joint copyright.

3.6 Casa Blanca Communication shall assume that the Customer has unencumbered usage rights to any templates to be used by Casa Blanca Communication for the purposes of the order.

3.7 Casa Blanca Communication shall also exercise third-party rights (third-party license materials) that may only be granted to the Customer in a limited, especially only temporary, form. The limited transfer of rights may mean that third-party materials may no longer be available, or that the conditions of availability may be significantly altered for reasons outside Casa Blanca Communication's sphere of influence.

3.8 Casa Blanca Communication may demand a service charge of 15% from the Customer on presentation of the licensor's bill for materials subject to third-party license.

3.9 The Customer shall provide Casa Blanca Communication with fifteen flawless unfolded copies of any works reproduced, which Casa Blanca Communication shall be entitled to use for its own advertising purposes.

§ 4 Remuneration

4.1 Designs and texts shall form a single service together with the usage rights granted. Casa Blanca Communication's remuneration shall follow Casa Blanca Communication's pricelist unless otherwise agreed. Remuneration shall be billed net plus statutory VAT. A down payment of 25% on the contract value shall be charged with the order.

4.2 If designs are to be used later or at a larger scope than originally intended, Casa Blanca Communication shall be entitled to demand subsequent remuneration for use or the difference between the higher remuneration for use and the amount initially paid.

4.3 Production of designs and any other activities that Casa Blanca Communication provides for the Customer shall be charged unless otherwise expressly agreed.

4.4 Remuneration shall be due for payment in full on delivery of the work. If the work is to be accepted in part, a corresponding part payment shall be due for each part of the work accepted. If an order should extend for a longer period or Casa Blanca Communication should require payment in advance, the Customer shall pay in instalments as appropriate at a third of the total remuneration on order, a third after completion of fifty percent of the order, and a third on delivery. The Customer acknowledges that Casa Blanca Communication shall first set payment off against older debts. If debt-collection costs have already accrued, Casa Blanca Communication shall set payments off against these costs first, then interest, and then against the service rendered.

4.5 Casa Blanca Communication may charge default interest at 5% above the Deutsche Bundesbank's base rate for late payments; this shall not affect Casa Blanca Communication's right to claim for higher damages where documented. Default interest shall be charged without warning as soon as the Customer falls into arrears on payments. The Agency shall be entitled to charge a handling fee of €5 per reminder for non-payment.

§ 5 Additional services and expenses

5.1 Special services such as revision work on or alterations to designs, texts and slogans shall be billed separately pro rata temporis according to Casa Blanca Communication's pricelist.

5.2 Casa Blanca Communication shall be entitled to commission any third-party services necessary on behalf of the Customer to fulfil the order; the Customer shall grant Casa Blanca Communication the corresponding authorisation.

5.3 The Customer shall remunerate Casa Blanca Communication for any travel costs and

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expenses incurred in fulfilling the order as agreed with the Customer.

5.5 Casa Blanca Communication shall only conduct production monitoring by special arrangement.

§ 6 Liability

6.1 Casa Blanca Communication shall execute the order with great care; specifically, Casa Blanca Communication shall treat any documents, films, briefings, and similar submitted by the Customer with care. Casa Blanca Communication shall only entertain liability for damages incurred in cases of intent or gross negligence. Claims for damages beyond the material value concerned shall not be entertained.

6.2 Casa Blanca Communication shall carefully select and lead its vicarious agents. Beyond this, Casa Blanca Communication shall not be liable for its vicarious agents.

6.3 If Casa Blanca Communication should commission third-party services, the suppliers concerned shall not be regarded as vicarious agents of Casa Blanca Communication.

Casa Blanca Communication shall only be held liable for damages incurred in Casa Blanca Communication's own sphere of culpability, or for negligence or intent. Total liability shall be limited to the amount of remuneration agreed.

6.4 Delivery of documents shall be at the risk of the Customer; this shall also apply where the shipment is made within the same locality or by Casa Blanca Communication's employees or using Casa Blanca Communication's vehicles. The Agency may without obligation insure any deliveries on behalf of the Customer.

6.5 Timely implementation of contract services can only be guaranteed inasmuch as this refers to Casa Blanca Communication's own work without reliance on the involvement of third parties such as the media, journalists, writers, or event organisers.

6.6 The Parties agree that Casa Blanca Communication's guarantee shall not cover the content, nature or scope of reaction shown by the public, media, opinion makers, or target group to public relations activities within the contract services.

6.7 Casa Blanca Communication shall not entertain liability for damages that could not have been predicted while forming the contract. Liability shall exclude atypical, unforeseeable damages.

6.8 Casa Blanca Communication shall not be responsible for legal assessment, particularly pertaining to copyright, competition and trademark law. The Agency shall therefore not be held responsible for the legality of the content and/or the form the work results should take.

6.9 The Customer shall indemnify Casa Blanca Communication for any cease-and-desist, damages, or other claims made by third parties due to the design and/or the content of the work.

6.10 The Customer shall be liable to Casa Blanca Communication for the accuracy of information provided by the Customer.

6.11 The Customer shall send a report by registered post on any defects that would be obvious to an average customer within ten working days of delivery. Defects that are not obvious shall be reported at Casa Blanca Communication within ten working days of detection. In failing to satisfy the above, the Customer shall lose its entitlement to claims due to such defects.

§ 7 Binding force of contact reports, approvals, complaints

7.1 The Agency shall send the Customer a written contact report after each meeting with the Customer within five working days. The contents of this contact report shall be binding on both Parties unless the Customer objects to the report within a week of receipt.

7.2 The contact persons appointed by Customer for Casa Blanca Communication shall hold signatory rights, especially with regard to the budget approvals, cost estimates, texts and other decision-making procedures. The Customer confirms its right to submit any documents submitted to Casa Blanca Communication.

The Customer shall indemnify Casa Blanca Communication for any third-party claims where the Customer is in violation of the above.

The Customer shall inform Casa Blanca Communication in writing and in a timely fashion on any limitations to signatory authority.

7.3 The Customer shall assume responsibility for correctness of texts and visuals on approving graphics, designs, text, TV and radio production designs and slogans, etc. The Customer shall accept the services of Casa Blanca Communication immediately on Casa Blanca Communication's notification of acceptance readiness. The services of Casa Blanca Communication shall be assumed to have been accepted where Casa Blanca Communication has announced acceptance readiness including advice on the significance of failure to submit a statement of acceptance, and the Customer has neither accepted nor refused to accept the work giving reasons as detailed as possible for refusal, within a reasonable period allowing the Customer to review the work and identify significant errors, but no later than twenty working days. If the Customer has not issued any statement of acceptance, the date at which the Customer may reasonably have been expected to acknowledge the service instead of the time of notification shall apply as the time of acceptance.

7.4 Casa Blanca Communication's liability shall not cover designs, texts, slogans, or other copywriting services such as product names as well as TV and radio production designs already approved by the Customer.

7.5 Casa Blanca Communication shall not be held responsible for the permissibility and ability of its work to be registered with regard to competition and trademark law.

7.6 Complaints of any type shall be lodged within a fortnight of delivery; after that, the work shall be regarded as accepted without fault.

§ 8 Artistic license, delays

8.1 Orders shall allow for artistic license; Casa Blanca Communication shall not entertain complaints relating to artistic license. The Customer shall cover any additional costs for alteration requested during production. Casa Blanca Communication reserves the right to remuneration for work already begun.

8.2 If contract performance is delayed for reasons within sphere of influence of the Customer, Casa Blanca Communication may request a reasonable increase in the amount of remuneration. Casa Blanca Communication may also claim for damages due to intent or gross negligence without affecting Casa Blanca Communication's right to claim for further damages.

§ 9 Final terms

Applicable law and place of performance. The Parties agree to the application of German law in all legal relations arising from this contract; German law shall also apply to cross-border contracts to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Hamburg shall be the agreed place of performance for all mutual obligations arising from the contract, and the place of court jurisdiction.

§ 10 Severability

Any terms in these Terms and Conditions that should prove null and void now or in the future shall not affect the validity of the remaining terms. The Parties shall replace the ineffective term by an effective term that comes closest to the intentions of the two Parties.

Hamburg, July 2010