

**1. General Information**

These general terms and conditions become part of the contract only if Re'public's contract partner is a trader or a legal entity of public law. They are valid for the entire duration of business relations between Re'public and the contract partner. Purchasing and other terms and conditions of the contract partner become part of the contract only by written agreement.

**2. Prices and Terms of Payment**

Our offers are subject to change. Verbal quotations are noncommittal.

As far as nothing else has been agreed upon, Re'public's current price list from the date the contract is signed is to be applied.

Quotations are net, this means without value-added tax.

The total amounts of our invoices are due upon receipt, without deductions, as far as other payment deadlines and/or discounts have not been agreed upon in individual cases.

As far as other payment deadlines have been agreed upon, the date agreed upon is the value date for Re'public's account, and payments must be made in time to fulfill this.

If facts suggest that inability to pay threatens Re'public's contract partner, we are entitled to demand pre-payment or security as well as outstanding amounts not yet due.

Against Re'public's outstanding claims, the contracting partner can set off only such claims that are undisputed or legally determined.

**3. Reservation of Title**

Until complete payment, the proprietary rights of all items supplied by us as well as of all works and services supplied by us which are protected by copyright or underlying commercial right protection remain reserved.

Asserting the retention of title is not considered as cancellation of the contract.

**4. Self-promotion**

As far as nothing else has been agreed upon in individual cases, Re'public may represent itself with its own name, especially at presentations and in brochures.

**5. Transfer of Rights and Obligations**

The transfer of claims made against us, the entry of a third party into the contractual relation with Re'public, and the transfer of individual rights from this requires our written permission in advance. This does not pertain if anything different has been agreed upon by contract, or if only a cumulative assumption of debts takes place. Re'public assumes no liability for clients' drafts, visuals, pictures/photos and samples left to us within the framework of individual project contracts. particularly not for a third party claiming rights to them. The same is valid if such materials have been left to Re'public from a third party on behalf the client or on behalf of a subsidiary/affiliated company designated by an investment company.

**6. Cancellation Charges**

Should Re'public's contract partner illegally cancel the contract, a flat rate of 10 % of the total amount due stipulated in the contract is to be paid to us for costs and lost profit. We reserve the right to prove higher damages, or as the case may be, lost profit. The contract partner must provide evidence to the contrary, that damages did not occur, or that the damages or lost profit are considerably less than the flat rate.

**7. Liability**

We are liable only for damages caused by deliberate or grossly negligent breach of contract. This also applies to breach of contract damages caused by our agents/employees in fulfilling the contract. Our liability, also for slight negligence, remains unaffected in the case of physical damage and breach of significant contract duties resulting from the nature of the contractual relations.

**8. Printing Approval, Release**

The contract partner shall receive work results such as newspaper adverts, internet presence etc. for checking before production or publication.

The contract partner agrees to proof-read and check the contents of such documents, texts, etc., promptly, and inform us of the results of the check, either as approval of release, or stating any objections. Should we not receive a prompt approval of release, delivery or publication dates will be delayed at least for the period of time corresponding to the contract partner's delay in response. With publications in periodicals, for example advertisements or supplements in weekend issues of daily newspapers. delivery or publication dates will be postponed to the next possible date upon receiving approval of release from the contract partner.

**9. Dispatchment**

Dispatchment of the materials we are to deliver shall be done at the risk of Re'public's contract partner. As far as no other agreement has expressly been made, we may use private commercial dispatchment services for all dispatchments, also for dispatchment of important and confidential documents.

**10. Final Provisions**

Place of performance and jurisdiction for all of our duties is Berlin.

Place of jurisdiction, as far as the contractual relationship as such is disputed, is Berlin. We have the right to choose to file suit at the contract partner's headquarters. German law applies exclusively for the entire contractual relationship.

Implementation of legislation pertaining to the purchase of movable goods is excluded.