

A) SCOPE

1. functional aesthetics (hereinafter fa) realizes worldwide projects for the implementation of digital applications on behalf of national and international companies (hereinafter clients) in the fields of:

User Experience Consultancy / User Experience Engineering / User Interface Engineering / Software Engineering.
... through competence transfer.

2. all business relations between fa and its clients are based on the following general terms and conditions.
3. deviating agreements must be made in writing and apply to the contracts concluded between fa and its clients only with the prior, express, written consent of fa.

B). OFFERS, CONTRACTS, DATES

1. fa offers are always subject to change. Obvious errors, typing, printing and calculation errors are not binding for fa. The offers from fa are the basis of the contract. Additional agreements and changes to existing contracts require written confirmation by fa. With the signing of the offer prepared by fa by the client, a contract is concluded between the parties.

2. cost estimates are to be remunerated.
3. schedules and delivery deadlines are generally non-binding guidelines, unless deadlines have been expressly agreed in writing as fixed.
4. the delivery time does not begin before fa has received all documents, information and technical support necessary for the fulfillment of the agreed services. Partial deliveries are permissible.
5. fa is not liable for delays in deadlines that are based on the fact that the client fails to fulfill his required duties to cooperate. Furthermore, fa is not liable for delays for which fa is not responsible, in particular force majeure.
6. if the client is in default of acceptance or culpably violates other duties to cooperate, fa is entitled to demand compensation for the damages incurred, including any additional expenses. Further claims remain reserved.

7. impediments, endangerments or impairments of a considerable nature due to unforeseeable, unavoidable circumstances such as war, terrorist attacks, civil unrest, epidemics, currency, trade policy or other sovereign measures (withdrawal of national rights, border closures, etc.), natural disasters, accidents, destruction of accommodations, strikes, lockouts, operational disruptions or similar incidents, regardless of whether they occur at fa or its agents, both parties shall endeavor to adjust the contract in accordance with their interests. If the contract is not adjusted within a period of seven working days after the occurrence of the event, the mutual performance obligations from the contract shall lapse.

C) SCOPE OF SERVICES, REMUNERATION, TERMS OF PAYMENT

The scope of the individual services and the remuneration owed are part of the respective individual contracts. If no remuneration is specified for a service, the general daily rates at the time of commissioning shall apply (for all services we shall use our general daily rates as a basis, which we shall send on request). Additional expenses, in particular due to the client's requests for changes and additions, will be charged as additional expenses according to the agreed hourly rates, or alternatively at the daily rates valid at the time of the order.

2. the client shall bear the damages that result from the fact that work must be repeated in whole or in part or is delayed as a result of incorrect, subsequently corrected or incomplete information provided by fa.
3. fa may have the services incumbent upon it performed by all "free fa employees". The client may only reject such a "freelance fa employee:insiden" if there is an important reason in the person.
4. if the client terminates a contract concluded between the parties prematurely, § 649 BGB (German Civil Code) shall apply with regard to the fee between the contracting parties, further claims (claim for damages) shall remain unaffected.
5. in the case of the conclusion of a premium partner contract/framework agreement, fa is entitled to increase the fee agreed between the parties a maximum of once per year. The price adjustment requires the respective consent of the client. The approval is considered granted if the client does not object to the price adjustment within four weeks after receipt of the change notification. fa is obligated to inform the client of the consequences of a failure to object with the change notification.

Changes and deviations of individual services by fa from the contractual agreements are only permissible if they become necessary after conclusion of the contract, are not caused by fa contrary to good faith, and otherwise do not impair the overall design of the project.

D) LIABILITY, WARRANTY

1. fa is only liable for damages to the client to the extent that it or its vicarious agents are guilty of intent or gross negligence. The limitation of liability applies to all contractual as well as non-contractual claims for damages, but not for the violation of essential contractual obligations where the customer cannot control the risk of damage. However, liability for warranty claims shall be limited to 12 months from delivery. 2.
2. in the case of liability for slight negligence, the liability of fa and its vicarious agents and assistants for breach of duty and tort as well as for claims for reimbursement of futile expenses is limited to such damages that are foreseeable or typical. As far as our liability is excluded or limited, this also applies to the personal liability of all "free fa employees", their representatives and vicarious agents. 3.
3. the client may not claim damages as a consequence of the contestation due to errors for which he is not responsible.
4. any obvious defects must be reported to fa in writing by the client without delay, at the latest when the receptive requirements of the corresponding service/delivery are met. If the written notification is not made, the corresponding service/delivery of the agency is considered to be accepted and accepted as free of defects.

In the event of justified complaints about services, fa will, at its discretion, provide a replacement free of charge or make improvements. The client must grant fa the time and opportunity necessary to rectify the defect, and in particular provide fa with the object of the complaint or samples of it. If a warranty for the fa services

and/or the payment of damages is rejected by fa in writing, the client must assert claims in court within a period of four weeks after the rejection. Otherwise, the customer's warranty and damage compensation claims are forfeited.

E) ACCEPTANCE, RELEASE

1. if fa owes a certain work result, i.e. an individualizable work (e.g. concept), the client is obligated to accept. Acceptance is considered to have taken place if it is not declared or refused within seven days after delivery, provided that the work result essentially corresponds to the agreements. If there are significant deviations, fa will eliminate these deviations and resubmit the work result for acceptance. Acceptance is considered to have taken place at the latest with the payment or use of the work.
2. the customer assumes responsibility for the correctness of the work with the release of the work.

F) INVOICE, PRICE, TERMS OF PAYMENT, EXPENSES

1. fa invoices its services after they have been provided.
2. fa is entitled to demand an advance payment in the amount of 70% of the quote.
3. unless other terms of payment have been agreed, payment shall be made within 10 days of invoicing without deductions.
4. all prices are net prices and do not include the statutory value added tax.
5. the client, is entitled to the set-off, retention or reduction of the purchase price, even if notices of defect or counterclaims are asserted, only if these counterclaims are legally determined or are undisputed.
6. travel expenses will be charged to the client as follows, unless otherwise agreed:
Third-party costs: according to receipts / hourly expenditure: current daily rates / travel expenses: according to receipts.
Fees and other charges shall be borne by the client, even if they are only levied at a later date.
7. all other costs, fees and charges shall be borne by the client, even if they are only charged subsequently. This also includes costs and fees that are necessary for the acquisition of licenses, without the help of which fa could not provide the contractually owed service.
8. if the customer is in arrears with at least 2 installments for partial payments, we are entitled to call the entire claim due.
9. fa can demand interest on arrears from the client from the date of invoice in the amount of 5 percentage points above the currently valid base interest rate of the European Central Bank, plus sales tax and reminder fees. Furthermore, in the case of default, fa is entitled to withhold outstanding services and deliveries, as well as to object to the use of the work results by the client, even if the copyright permission for use has already been granted by fa.
10. if, after the conclusion of the contract, there is a significant deterioration or change in the financial circumstances of the customer, which endangers our claim to counter-performance, or if such a situation already existed with the customer at the time of the conclusion of the contract, but only became known afterwards, we can refuse our performance until the counter-performance has been made. In such cases, we may set a deadline for the customer to provide the counter-performance or security. If the consideration or security is then not provided, we shall be entitled to withdraw from the contract.

G) COPYRIGHTS/RIGHTS TO USE/PROPERTY RIGHTS

1. unless otherwise regulated, the client acquires the rights of use to the work created by fa required according to the purpose of the contract upon full payment.
2. fa assumes no liability for the fact that no third party rights exist with regard to the work results delivered by us.
3. fa may use the work results for an unlimited period of time for self-promotion purposes.
4. fa retains the rights of use for conceptual approaches rejected or not executed by the client. This also and especially applies to services provided by fa that are not subject to special legal rights, in particular copyright.

H) Conflicting GTC

Should the Client base this contractual relationship on its own General Terms and Conditions, these shall not become part of the contract insofar as they contradict the provisions made here or are not contained in them. In this case, the statutory provisions shall apply instead of the conflicting or missing General Terms and Conditions.

H) FINAL PROVISIONS

1. if individual provisions of these general terms and conditions violate the law regulating the law on general terms and conditions (AGBG), the validity of all remaining provisions of these general terms and conditions shall remain unaffected.
The offending condition shall be replaced by a condition that comes as close as possible to the economic purpose of the original condition.
purpose of the original as closely as possible. Should this not be possible to determine, the legal regulation shall alternatively take the place of the invalid General Terms and Conditions.
2. place of jurisdiction for all disputes between the client, who is a merchant, and fa is the registered office in Berlin.
3. only the law of the Federal Republic of Germany is applicable to the exclusion of German international private law. However, we reserve the right to take legal action at the customer's place of business.