



5.3. The coordination and monitoring of the reproduction / production (such as colour or print monitoring) may be awarded by Client to external production experts or to Squaring. Such services require a separate contract and shall be provided against payment.

## 6. Return and Storage

6.1. Client shall receive all documents, intermediate results, designs, conception descriptions, and elaborations in trust. Until Client has acquired the rights of use, as well as in the case of denial (waiver of use), Client may not make copies of them, store them in computer systems, or make them available to third parties either for viewing or further development, unless the third party is an opinion research institute that has been engaged for decision-taking purposes.

6.2. As soon as the original sketches and computer data are no longer necessary for the agreed application, they shall either be sent back or handed over to Squaring in an undamaged state for the risk and account of Client.

## 7. Liability

7.1. Squaring shall not be liable for slight negligence. In the case of gross negligence, Squaring must assume liabilities up to the amount of his or her fee (excluding additional expenses and value added tax).

7.2. Squaring must be notified of any deficiencies, with a request for their rectification, within a reasonable period of time immediately after the receipt of services. Any costs arising from the engagement of a third party to remedy a deficiency despite Squaring's willingness to carry this out personally must be borne by Client. All claims to rectification lapse after a period of six months.

7.3. Squaring bears no responsibility for the legal admissibility – in particular with regard to competition, trademark, and administrative legislation – of the designs and elaborations. Squaring is also not liable for the correctness of texts and images when the works have been approved by Client or when the documents have at least been offered to Client for inspection.

7.4. Insofar as Squaring enlists the necessary or agreed-upon services of others on behalf and for the account of Client, the respective contractors shall not be considered as subcontractors of Squaring.

7.5. The documents provided by Client (photos, texts, models, patterns, etc.) shall be used by Squaring under the presumption that Client is entitled to their use and that in developing or using them, no rights of any third party are being infringed upon. For every kind of unlawful use, Client is liable to Squaring under Article 86 of the Austrian Copyright Act [Urheberrechtsgesetz (UrhG)] in the amount of twice the appropriate fee for this use, inasmuch as such use has at least been enabled through Client's negligence or tolerance of it.

## 8. Identification and Reference Copy

8.1. Under Article 20 of the Austrian Copyright Act, Squaring is entitled to affix his or her name, pseudonym, company name, or logo to each of the works/products Squaring has created, as well as to the advertising materials for or publications about them. The form and duration of the labelling may be arranged with Client.

8.2. Under Article 26 of the Austrian Copyright Act, Squaring retains the right to employ for promotional purposes printed images of the works/products he or she has designed, or to make these images available in the World Wide Web for the same purposes.

8.3. In the case of three-dimensional objects, Squaring is entitled to the gratuitous use of visual images of the objects that were produced with the aid of his or her design solution, and also should receive a reference copy, so long as the latter does not involve disproportionately high costs. In the case of printed works, Squaring is entitled to a minimum of five copies of the works he or she has designed.

## 9. Withdrawal and Cancellation

9.1. After submission of the first presentation, Client and Squaring are each entitled to withdraw from the contract without stating reasons. However, the presentation fee, according to Point 4.2 of the GCC DA, shall nevertheless be paid by Client.

9.2. Should Client cancel the contract during the design or elaboration phase or within a valid framework agreement for reasons for which Squaring is not responsible, or if Client reduces the scope of the contract, Client is obliged to remunerate the design fee plus the support services and expenses that have accrued to date.

9.3. Irrespective thereof, Squaring is entitled to compensation for provided but not used work capacity and to charge Client for any possible damage suffered therefrom. Compensation for use does not apply, and Designer retains all rights.

## 10. Final Provisions

10.1. This GTC, as well as all framework agreements, cannot be modified or amended except in a written instrument.

10.2. Exclusively Austrian law shall apply. The site of fulfilment and court of jurisdiction is Squaring's place of business.