

General Terms and Conditions (GTC) of Scholz & Friends Health GmbH ("Agency") for the provision of agency services (as of 03/2022)

I. Definition, scope

1. These General Terms and Conditions apply to Scholz & Friends Health GmbH. The terms "order, agency and client" are to be understood in the commercial sense. "Order" means the contractual relationship regardless of the respective type of contract, "Agency" means Scholz & Friends Health GmbH, "Client" means the person who must receive the main service and pay the remuneration.
2. Deviating terms and conditions of the client are only valid if the agency has acknowledged them in writing.

II. Dates, delivery periods

1. Dates and delivery periods are generally non-binding guidelines. This does not apply if dates have been expressly agreed in writing as fixed.
2. The agency is not liable for delays in delivery that are because the client refrains from necessary obligations to cooperate.
3. If the client is in default of acceptance or culpably violates other obligations to cooperate, the agency is entitled to demand compensation for the damage incurred in this respect, including any additional expenses. Further claims are reserved.

III. Scope of services, remuneration

1. The scope of the individual services as well as the remuneration owed result from the service description of the agency. If no remuneration is intended for a service, the agency's price lists valid at the time of commissioning shall apply. Additional expenses of the agency, due to change and supplement requests of the client, will be charged as additional expenses in accordance with the agreed hourly rates, alternatively at the price lists of the agency valid at the time of commissioning.
2. The client shall bear the damage caused by the fact that work must be repeated in whole or in part by the agency because of his incorrect, subsequently corrected or incomplete information or is delayed, provided that the client is responsible for the damage.
3. The Agency may also have the services incumbent on it provided by third parties as subcontractors. The client can only reject such a third party if there is an important reason in the person of the third party.
4. If the client terminates an order that he has released to the agency prematurely, § 648 BGB applies regarding the agency's fee between the contractual partners.
5. The review of the legal admissibility of advertising (esp. Competition, trademark, food and pharmaceutical law) is only owed by the Agency if this is expressly the subject of the order. If the client commissions the agency with these services, he shall bear the resulting fees and costs of the agency and third parties (lawyer, authorities, etc.) at customary market conditions, unless otherwise agreed.
6. The agency is not obliged to check the accuracy of the factual statements about products and services of the client contained in the advertising, which have been approved or approved by the client.
7. The services of the agency are also provided in accordance with the contract if they are not eligible for registration or protection (e.B patents, trademarks, copyright protection), unless otherwise expressly agreed. The agency is not obliged, but entitled, to make its services the subject of IP applications.
8. To examination and approval, the Agency submits all drafts to the Customer before publication. With the release of the work, the client assumes responsibility for the correctness of content, image, sound, and text.

IV. Production monitoring (allocation, coordination and monitoring of advertising material production)

1. As part of production monitoring, the agency selects suitable advertising material manufacturers and issues production orders in text form after approval by the client.
2. The agency coordinates the production process and controls the services and invoices of the manufacturers.
3. For the production monitoring referred to in points IV.1 and 2, the Agency shall receive an Agency fee in accordance with the Agency's cost offer.
4. Insofar as the Agency exceptionally issues production orders in its own name and for its own account based on an express agreement with the Client, all third-party costs incurred will be passed on by the Agency to the Client. In the case of production orders with an estimated value of EUR 5,000 or more, the Agency is entitled to demand immediate advance payments up to the amount of the gross order value.

V. Liability, Warranty

1. The agency is liable for intent and gross negligence in accordance with the statutory provisions. However, liability for warranty claims for defects is limited to 12 months from delivery.
2. In the event of slight negligence, the Agency and its vicarious agents and vicarious agents shall only be liable if an essential contractual obligation (cardinal obligation, i.e. such obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the other contracting party regularly relies and may rely) is violated or if there is a case of delay or impossibility.



3. In the event of liability arising from slight negligence, this liability of the Agency and its vicarious agents and vicarious agents due to breach of duty and from tort as well as for claims for reimbursement of futile expenses shall be limited to such damages that are foreseeable or typical.
4. The limitations of liability as well as the shortened warranty obligation do not apply to the absence of warranted characteristics, to cases of malice, to injury to life, body, or health, to defects of title or liability under the Product Liability Act.
5. Due to errors and printing or transmission errors through no fault of its own, which entitle the agency to contest, the client cannot claim damages because of the challenge.

VI. Acceptance

If the agency owes a certain work success, i.e. a customizable work (e.B. draft), the client is obliged to accept it. Acceptance shall be deemed to have taken place if it is not declared or refused within seven days of delivery, provided that the work result essentially corresponds to the agreements. If there are significant deviations, the Agency will eliminate these deviations within a reasonable period of time and submit the work result again for acceptance. Acceptance shall be deemed to have taken place at the latest upon payment or use of the work.

VII. Invoice, price, payment, terms of payment

1. The Agency shall invoice its services immediately upon performance.
2. Unless otherwise agreed, payment shall be made within 14 days of invoicing without deduction.
3. All prices are net prices and are exclusive of the statutory value added tax. Customs duties, fees and other charges as well as the artists' social insurance are borne by the client, even if they are subsequently collected.
4. The client may only offset against remuneration claims of the agency with undisputed or legally established claims. The client can only assert a right of retention in the cases of undisputed or legally established claims.

VIII. Expenses

1. Each party shall bear the costs of postage, telephone and fax incurred by it because of doing business with the other party.
2. Travel expenses will be charged to the client as follows:
 - External costs: according to receipts,
 - Hours required: according to the written offer of the agency, or general rate card of the agency.
 - Travel costs in your own car: 0.30 Euro/km.
3. All other costs such as lawyer's fees, courier costs, transport costs for the preparation and monitoring of advertising material productions as well as colour copies and colour printouts ordered by the client shall be charged to the client based on supporting documents.

IX. Copyright rights of use/ancillary copyrights

1. Unless otherwise stipulated in the service description, the client acquires with full payment the rights of use required by the purpose of the contract to the advertising material designed by the agency for the term of the agency contract, but at least for 6 months after acceptance. The rights of use are limited to the territory of the Federal Republic of Germany, unless otherwise stipulated in the order. If the agency creates software within the scope of its contractual services, the respective source code and the corresponding documentation are not the subject of the granting of rights to the client. If the client wishes the source code to be made available, this must be agreed separately with the agency.
2. If rights of use or exploitation (e.B. photo, film, copyright, GEMA rights) or consents of third parties (e.B. personal rights) are required for the creation or implementation of work results of the agency, the agency will obtain the rights and consents of third parties in the name and for the account of the client. In principle, this will only take place to the extent necessary for the intended advertising measure in terms of time, space and content, unless otherwise expressly agreed in text form. Subsequent claims pursuant to §§ 32, 32 a UrhG shall be borne by the client.
3. The Agency may use the advertising material designed by it for self-promotion on its Internet website as well as on data carriers regularly created by it for self-promotion purposes (e.B. USB stick, DVD).
4. Rights of use for designs rejected or not executed by the client remain with the agency. This also and especially applies to services of the agency that are not the subject of special legal rights, in particular copyright.

XI. WPP Code of Conduct for Suppliers and Business Partners

The client agrees to the WPP Code of Conduct for Suppliers and Business Partners, which are attached in the appendix.

XII. Final provisions

1. The place of jurisdiction for all disputes between the client, who is a merchant, and the agency is the registered office of the agency.
2. Only the law of the Federal Republic of Germany is applicable to the exclusion of German private international law.
3. Our General Terms and Conditions for the Provision of Agency Services are available at [www. health@s-f.com](http://www.health@s-f.com)

