

# **Terms & Conditions Nadia Saadi / Saadi Creative**

## **1. Subject matter of the contract**

1.1 The following general terms and conditions apply to all legal transactions of Nadia Saadi, hereinafter referred to as "Nadia Saadi", with her contractual partners, hereinafter referred to as "Customer" in short form, as well as to all legal transactions of Saadi Creative (represented by Nadia Saadi). Terms and conditions of the Customer deviating from these Terms and Conditions will only be accepted by Nadia Saadi after separate and written acknowledgement.

1.2 All agreements, which are made between Nadia Saadi and the customer for the purpose of execution of an order, are to be agreed in written form. Changes, additions and subsidiary agreements require the written form to be effective.

1.3 These terms and conditions also apply to all future business relations with the customer, even if they are not expressly agreed again.

1.4 Nadia Saadi provides services from the areas of consulting, mediation, text, design, photography, editing, translation, mediation as well as other services according to agreement. The detailed descriptions of the services to be rendered including scope of services and time period result from the briefings, re-briefings, offers and order confirmations.

1.5 All offers are subject to change, non-binding and valid for 30 days from the date of the offer. They only become valid after written order confirmation by the client or - in case of verbal or telephone release - after order confirmation by Nadia Saadi.

## **2. Parts of the contract and changes of the contract**

2.1 The basis for the work of Nadia Saadi and part of the contract is, apart from the project contract and its appendices, the written briefing determined between the Client and Nadia Saadi. If the briefing is communicated by the Client to Nadia Saadi orally or by telephone, Nadia Saadi will prepare a re-briefing on the content of the briefing, which will be handed over to the Client within five working days after the oral or telephone communication. This re-briefing becomes a binding part of the

contract if the client does not object to this re-briefing within five working days. 2.2.

2.2 Any amendment and/or supplement to the contract and/or its components must be made in writing.

2.3 Events of force majeure entitle Nadia Saadi to postpone the project commissioned by the customer by the duration of the hindrance and a reasonable start-up time. A claim for damages by the customer against Nadia Saadi does not result from this. This also applies if important dates and/or events for the Client cannot be met and/or do not occur.

### **3. Copyrights and rights of use**

3.1 With the complete payment of the agreed fee, the customer acquires the rights of use to all works produced by Nadia Saadi within the scope of this order for the contractually agreed duration, to the contractually agreed extent and for the contractually agreed purpose. This transfer of the rights of use applies, as far as a transfer is possible according to German law, for the agreed use in the territory of the Federal Republic of Germany, in Austria and Switzerland. Uses beyond this territory require a written agreement within the scope of the order or a separate written supplementary agreement. Rights of use of works, which are not yet paid at the end of the contract, remain subject to Nadia Saadi.

3.2 Nadia Saadi is allowed to sign the designs and realisations developed by her appropriately and customary in the industry and to publish the placed order for self-promotion.

3.3 Nadia Saadi is entitled to information about the scope of use.

### **4. Remuneration**

4.1 A first maximum 30-minute consultation by Nadia Saadi for the client is free of charge. All consulting services beyond this are subject to a fee.

4.2 The remuneration agreed in the cost estimate or contract applies. Payments are due within 14 days after invoicing without any deduction, unless otherwise contractually agreed. If the payment dates are exceeded, Nadia Saadi is entitled to interest on arrears amounting to 10 % of the order volume without further reminder. The right to claim further damages remains unaffected by this regulation. Dunning costs and the

costs of - also out-of-court - legal investments shall be borne by the customer.

4.3 If the development of the agreed services extends over a period of more than two months or comprises several units, Nadia Saadi can invoice the customer monthly instalment payments for the partial services already rendered. These payments are due on the third working day of each month or can be collected by Nadia Saadi by direct debit.

4.4 In case of a postponement or a pause of an order by the client before the beginning or during the project, the full originally agreed fee at the originally agreed times is nevertheless usual.

4.5 In case of a withdrawal of the client from an order before the beginning of the project Nadia Saadi charges the client the following percentages of the originally agreed fee as cancellation fees: up to two months or longer before the beginning of the order 50%, from four weeks to two weeks before the beginning of the order 80%, from two weeks before the beginning of the order 100%.

4.6 In case of changes or cancellation of orders, work and the like by the client and/or if the prerequisites for the provision of services change, Nadia Saadi will be paid all fees incurred thereby and Nadia Saadi will be released from any liabilities towards third parties.

4.7 All prices mentioned in offers and orders and the resulting amounts to be paid are to be understood plus the legally valid value added tax in the respective applicable amount.

4.8 Objections against invoices of Nadia Saadi are to be raised immediately after receipt of the invoice and at the latest two weeks after the date of the invoice, without this affecting the due date. The omission of timely objections shall be considered as approval.

## **5. Special services, ancillary and travel expenses**

5.1 The number of drafts is specified in the offer and requires a detailed briefing by the client. As a rule, an offer includes a draft as well as an alternative that has not been worked out. If several drafts are submitted, the client decides on one draft. The remaining drafts remain the property of Nadia Saadi and may not be further used by the client. If more conceptions or drafts of texts/designs/advertising material are produced at the request of the customer, these will be invoiced separately.

5.2 The offer includes three correction stages in the implementation phase. If more than three correction stages are requested by the client or in the concept previously approved orally or in writing by the client, additional costs shall be incurred.

5.3 Expenses for ancillary technical costs, photos, printing, etc. shall be reimbursed by the client.

5.4 Costs for travel to be undertaken in connection with the order shall only be invoiced if these have been agreed with the client.

## **6. External services**

6.1 At the request of the customer Nadia Saadi cooperates with service providers from her network such as graphic designers, photographers, proofreaders, translators, artists, investors etc.. The costs for these external service providers are borne by the client. The billing of these external services is always done through Nadia Saadi. In case of procurement of capital (for example via investors) through contacts of Nadia Saadi, a commission customary in the market will be charged. Details will be fixed in writing between Nadia Saadi and the customer.

6.2 The contact to these service providers from the network of Nadia Saadi is exclusively carried out via Nadia Saadi and in the presence (for example at meetings, video conferences, telephone calls etc.) of Nadia Saadi. A contact between the client and the external service providers, artists, investors etc. from the network of Nadia Saadi in the absence of Nadia Saadi is not permitted even after the end of the contract.

## **7. Self-promotion**

7.1 Nadia Saadi is entitled to refer to the business relationship on her internet websites with name and company logo of the customer.

## **8. Delivery periods and workplace**

8.1 The performance obligations of Nadia Saadi are fulfilled as soon as the work and services of Nadia Saadi have been brought to dispatch.

8.2 Deadlines and delivery dates are only binding if the customer has duly fulfilled any obligation to cooperate (e.g. procurement of documents,

releases, provision of information) and the deadlines have been confirmed in writing by Nadia Saadi.

8.3 Due to delays on the part of the Customer, a timely adherence to deadlines can no longer be guaranteed.

8.4 If Nadia Saadi is in delay with her services for valid reasons, e.g. due to illness, she shall first be granted a reasonable period of grace. If the contract cannot be fulfilled due to valid reasons on the part of Nadia Saadi, the customer can withdraw from the contract.

8.5 Nadia Saadi is entitled to holidays, provided that she communicates this holiday period to the client at least four weeks before the start of the holiday. During the holiday, all business communication between the Client and Nadia Saadi will pause, unless Nadia Saadi provides a substitute.

8.6 Nadia Saadi chooses the place of her work (e.g. home office) herself. In case of an assignment at the Customer's site, the Customer shall provide Nadia Saadi with all technical requirements for a smooth cooperation (e.g. internet, printer) as well as an adequate workplace.

8.7 Working hours of Nadia Saadi are as a rule on weekdays from 10-13 as well as from 15-20 o'clock. If the customer wishes other working hours, this requires a written agreement and, if necessary, an appropriate extra remuneration.

## **9. Duty of secrecy**

9.1 Nadia Saadi commits herself to keep secret all information and documents accessible to her in connection with the conclusion of the contract, which are designated as confidential or are clearly recognisable as business or trade secrets of the customer according to other circumstances, and to neither record nor pass them on - as far as not required for the achievement of the purpose of the contract.

9.2 Nadia Saadi has ensured by suitable contractual agreements with the employees and/or agents working for her that they also refrain from any own utilisation, passing on or unauthorised recording of such business and trade secrets.

9.3 Corresponding obligations meet the customer with regard to business and trade secrets of Nadia Saadi, this applies in particular also

to the ideas and concepts brought to knowledge during the development phase/collaboration.

9.4 The Customer agrees that personal data (inventory data) and other information, documents, access words, uploads and downloads are stored by Nadia Saadi for the duration of the contract, as far as this is necessary for the fulfilment of the purpose of the contract.

## **10. Obligations of the customer**

10.1 The customer provides Nadia Saadi free of charge with all data and documents required for the execution of the project.

10.2 Work and services delivered by Nadia Saadi have to be checked by the customer immediately after receipt, however in any case within three working days and in any case before passing on, and defects have to be reported immediately after discovery. If the immediate inspection or notification of defects is not carried out, the customer shall not be entitled to any claims.

10.3 In the event of a justified notice of defects, the defects shall be remedied within a reasonable period of time.

10.4 The risk of the legal admissibility of the measures worked out and carried out by Nadia Saadi is borne by the customer. This applies in particular to the case that the actions and measures violate regulations of the competition law, the copyright and the special advertising laws.

10.5 For the drafts, final artwork or work drawings released by the customer, any liability by Nadia Saadi is cancelled.

10.6 Nadia Saadi is not liable for the admissibility and registrability of the drafts according to competition or trademark law.

10.7 The customer may use texts about Nadia Saadi and Saadi Creative as well as photos and logos of Nadia Saadi as well as Saadi Creative only after written agreement. This also applies to public relations as well as social media activities of the Client.

## **11 Liability**

11.1 Nadia Saadi does not assume any liability for the pictures, data and writings provided by the customer.

11.2. Nadia Saadi is in no case liable because of the factual statements about products and services of the customer contained in the advertising measures. Nadia Saadi is also not liable for the patent, copyright and trademark protection or registrability of the ideas, suggestions, proposals, concepts and drafts delivered within the scope of the order.

## **12. Exclusion of liability**

12.1 Nadia Saadi is not liable for the services rendered by her. A payment to Nadia Saadi is due even if the success desired by the client does not materialise.

## **13. Exploitation companies**

13.1 The customer commits himself to pay possible fees to collecting societies such as the Künstlersozialkasse.

13.2 The client is informed that in case of placing an order in the artistic and conceptual field to a non-legal person an artists' social security contribution has to be paid to the artists' social security fund. Nadia Saadi charges this social security contribution to the client.

## **14. working documents and electronic data**

14.1 All working documents, electronic data and recordings, which are made on the part of Nadia Saadi in the context of the order processing, remain with Nadia Saadi. The surrender of these documents and data cannot be demanded by the client. With the payment of the agreed fee Nadia Saadi owes the agreed performance in the form of closed formats, but not the intermediate steps leading to this result such as sketches, drafts, raw data, etc.

## **15 Disputes**

15.1 If, in the course of or after completion of an assignment, a dispute arises concerning the commissioned project, an out-of-court mediation procedure shall be followed before legal proceedings are initiated. In the event of disputes concerning questions of quality assessment or the amount of fees, external expert opinions shall be prepared in order to reach an out-of-court settlement if possible. The costs for this shall be borne by the client.

## **16. final provisions**

16.1 The client is not entitled to assign claims arising from the contract to others.

16.2 The customer's general terms and conditions shall not become part of the contract.

16.3 The law of the Federal Republic of Germany shall apply. The place of performance and jurisdiction is Frankfurt am Main.

16.4 Should any provision of these General Terms and Conditions be wholly or partially invalid or lose its legal validity at a later date, this shall not affect the validity of the remaining provisions.

**Place of jurisdiction,**

**Frankfurt am Main, November 2022**