

Special Terms and Conditions of the ParshipMeet Group for the provision of media goods and services (with the exception of online media purchases) (as of January 2020)

Preamble

These Special Terms and Conditions of Purchase shall apply to all media purchases (except for online media purchases) made by the ParshipMeet Group such as poster advertising, radio advertising, TV advertising campaigns or testimonials. The General Terms and Conditions of Purchase of the ParshipMeet Group shall apply in addition to these Special Terms and Conditions of Purchase.

Section 1 - Contract conclusion

The Contracting Party provides the contractual services on the basis of the agreements set forth in the respective contract. Unless otherwise stipulated, these agreements are specified in the order placed by the ParshipMeet Group.

Section 2 - Acceptance

(1) The delivery of movable items to be produced or created requires acceptance in text form from the ParshipMeet Group. Risk is transferred upon acceptance. Implied acceptance, particularly through usage of the goods or services by the ParshipMeet Group, is excluded.

(2) The ParshipMeet Group shall only check the goods/services at the time of delivery for obvious quantity and quality deviations (identity, completeness and shipping damage). Payments made by the ParshipMeet Group do not imply that the ParshipMeet Group accepts that the good/service is in accordance with the contract or free of defects.

(3) Parts provided by the ParshipMeet Group shall remain its property. They may only be used for the intended purpose.

(4) Upon delivery of the ordered goods/services - whether to the ParshipMeet Group or a third party designated by the ParshipMeet Group - they immediately become the property of the ParshipMeet Group.

Section 3 - Granting of rights by the ParshipMeet Group

If the granting of rights is necessary for the contractual services, the ParshipMeet Group shall grant the Contracting Party a non-exclusive right of use, which is limited in time to the fulfilment of the contractual services and can be revoked at any time, to the extent required to carry out the contractual services. The Contracting Party shall not be entitled to use the contractual services for its own purposes, publish or make such available to third parties in another way without the ParshipMeet Group's prior consent in text form.

Section 4 - Rights to work results

(1) Unless otherwise stated on the order, the Contracting Party shall irrevocably transfer all copyrights, rights of use, ancillary copyrights, individual rights and other rights to the performance results acquired by it during or arising from the activities carried out for the ParshipMeet Group upon their generation to the ParshipMeet Group for the exclusive, freely transferable use that is unrestricted in terms of time, place and content including the right to adapt, reproduce, change, expand and to grant single rights of use.

(2) All accompanying documents delivered by the Contracting Party become the property of the ParshipMeet Group when handed over. The latter shall be entitled to extensively use and reproduce these documents without this giving rise to special remuneration.

Section 5 - Third-party rights

(1) The Contracting Party shall guarantee that third-party rights are not infringed in connection with its supply of goods.

(2) If a claim is made against the ParshipMeet Group by a third party for this reason, the Contracting Party shall undertake to hold the ParshipMeet Group harmless from such claims upon first request. The Contracting Party's obligation to hold the ParshipMeet Group harmless applies to all expenses incurred by the ParshipMeet Group arising from or in connection with a third-party claim.

Section 6 - Exclusivity

The Contracting Party shall undertake not to work for a direct competitor of the ParshipMeet Group whilst working for the ParshipMeet Group and for six months after his last job for the ParshipMeet Group. However, this exclusivity shall apply for a maximum of five years from the date of the commencement of the contract.
