I. General terms of business, delivery and payment of Fogra Forschungsinstitut für Medientechnologien e.V. (Research Institute for Media Technologies), Einsteinstr 1, 85609 Aschheim b. München, Germany

I. Area of applicability, conclusion of contract

1. These conditions apply to businesses as laid down by § 14 BGB (German Civil Code). These conditions may not be derogated from.
2. Purchase orders are carried out solely on the basis of the following conditions. Any provisions deviating, contradicting, derogating from or conditions made in writing by the customer shall not form part of the contract unless the contractor agrees to them in writing. The contractor is not liable for information given orally.
3. So far as the following conditions contain an exclusion or a limitation of liability, the legal representative or agents for damages, this exclusion or limitation shall not apply for damages due to injury to life, the body or health.
4. With the foregoing exception (3), liability is limited to the sum of € 500,000.00. A higher liability may be agreed.

II. Prices

1. The prices stated in the contractor’s quotation are applicable provided that the purchase order data on whose basis the quotation was submitted remain unchanged, but this provision applies for no longer than three months after the client has received the quotation.
2. The contractor prices apply ex-works and they exclude:
   - Value Added Tax, insurance, packing, postage, carriage and other transport costs.
3. The extent of the work to be performed by the contractor will be stipulated in writing when the purchase order is concluded. If the instructions or the dimensions of the scope of the purchase order should arise in connection with the due fulfilment of the purchase order, those additional charges for the additional work that may exist does not apply to carriage, postage, insurance with § 649 BGB (German Civil Code) the client is to provide for the client with the necessary amount in writing.
4. The contractor shall be responsible for scientific care as laid down in § 321 BGB (German Civil Code) has no rights of retention. However, the contractor may withdraw from the contract in case the client shall not form part of the contract unless the contractor agrees to their making good is not acceptable to the client. The contractor shall only pay damages in case the contractor assigns to the client its liabilities if the contractor assigns to the client the discretion of the contractor.
5. In accordance with § 369 HGB (commercial code), the contractor has a right to retain any printed submissions, stamped submissions, manuscripts, raw materials and other objects which have been delivered by the client until all the amounts owed which are due as a result of the business relationship have been settled in full.
6. In accordance with the packaging ordinance, transport and other packaging will not be taken back, with the exception of pallets. The client is liable for the disposal of packaging at its own expense.

V. Retention of ownership

The delivered goods or expert opinions remain the property of the contractor until payment in full by the client of all debts existing at the date of invoice.

VI. Complaints, guarantees

1. In each individual instance it is for the client to examine whether the delivered goods or expert opinion complies with the contract.
2. Complaints should be submitted promptly and in writing upon receipt of the goods or expert opinion. Notification of hidden defects should be made promptly as soon as they become apparent.
3. Should the services of the contractor prove to be defective, the contractor shall initially have the opportunity or, depending upon the type of service – opportunities to eliminate the defect preventing fulfilment either by substitution or by replacement at the discretion of the contractor.
4. Should the contractor decline to make good or the subsequent making good fails or is not acceptable to the client, at its discretion, can either withdraw from the contract or demand the reduction of the amount due (reduction) or damages. The right to withdraw can only be exercised in the event of a substantial defect. It lapses in the event that the client does not give notice of withdrawal within 14 days at the latest of the communication of the refusal to make good or the failure to make good or within 14 days at the latest of the date on which it becomes clear that the making good is not acceptable to the client. The contractor shall only pay damages in case the further provisions of section VIII 2 and also – if the contractor has declined to make good – section VIII 3.
5. Deficiencies in one part of the delivered goods or expert opinion do not justify a complaint against the entire delivery.
6. In the event of deviations in the composition of the materials employed, the contractor shall only be liable thereto for the extent of its own claims against the particular supplier. Where an instance the contractor is released from its liability if the contractor assigns to the client its claims against the supplier. The contractor is liable if, due to the fault of the contractor, claims against the supplier do not exist or cannot be asserted.
7. Material (including data carriers) delivered by the client or by a third party working on its behalf do not have to be examined by the contractor unless it is incumbent upon the contractor by means of local government enterprises (e.g. bags of garbage). Should the client not wish this to happen, it must notify the contractor in writing thereof. The material will then be returned at the expense of the contractor.

IX. Liability

1. The contractor is responsible for taking scientific care as laid down by the generally acknowledged rules of the technology.
2. The liability of the contractor, its legal representative and agents for breaches of contract is limited to intention and gross negligence. In the event of breaches of duties that are fundamental to the contract (cardinal duties), the contractor's, its legal representative and agents shall also be liable for lesser negligence. In any even the liability is limited to foreseeable damages typical for the contract.
3. If the contractor fails to provide the service incumbent upon it, does not provide it by the due date or does not provide it in the way that it is due, the client may only demand damages instead of the performance of the service if it has granted to no effect the contractor a reasonable period of grace to provide the service and has specifically stated that it will decline to accept the service after the expiry of the period of grace.

X. Commercial protective rights and Copyright

The client is solely liable if rights, in particular the copyright or other industrial protective rights separately granted for these products resulting from the contract, the client can only refuse to give consent if it has an overwhelming interest in doing so.

XII. Waste disposal

The client agrees that submitted material (e.g. unprinted or printed paper, inks, etc.) will normally be disposed of 3 months after the submission of the Expert Opinion by the contractor by means of local government enterprises (e.g. paper bins). Should the client not wish this to happen, it must notify the contractor in writing thereof. The material will then be returned at the expense of the contractor.

XIII. Limitation of Liability

1. The claims of the client for breach of duty and offence lapse after 12 months. This shall not apply in so far as the law in §§ 438 Abs. 1 Nr. 2, 478 Abs. 1 (recourse claim) and 634, Abs. 1 Nr. 2 1. Alternative (building defects) BGB specifies longer periods or the contractor is liable due to intent or gross negligence.
2. Negotiations between the parties to the contract over claims or the circumstances based on the claim extend the period of limitation. This effect shall cease when one party to the contract does not respond to the wish of the other to proceed through negotiations within 4 weeks.

XIV. Place of fulfilment, place of jurisdiction, effectiveness

1. The place of fulfilment and jurisdiction for all obligations arising from the contract is Munich.
2. The place of jurisdiction for the assertion of claims for both contracting parties is Munich, provided that the requirements under § 38 ZPO (code of civil procedure) are met. This applies in particular to the fulfilment of debt.
3. The contractual relationship and all the legal relationships arising from it are exclusively subject to German law. The UN law of purchase is not applicable.
4. If one or more of the provisions should be ineffective, this will not touch upon the effectiveness of the remaining provisions.