

General Terms and Conditions (GTC) – lui24 e.U.

1. Scope

- 1.1. The advertising agency lui24 e.U. – hereinafter referred to as “the Agency” – provides its services exclusively on the basis of these General Terms and Conditions (GTC). They also apply to all future business relationships, even if not expressly referred to again.
- 1.2. Side agreements, reservations, changes, or additions to these GTC must be made in writing to be valid; this also applies to any deviation from the written form requirement.
- 1.3. Conflicting or deviating terms and conditions of the client shall only be valid if they have been expressly acknowledged in writing by the Agency.
- 1.4. Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions and contracts concluded on their basis. The invalid provision shall be replaced by a valid one that most closely reflects the intent and purpose of the original.

2. Conclusion of Contract

- 2.1. The basis for the contract is the respective offer of the Agency or the client's order, in which the scope of services and the remuneration are specified. Offers from the Agency are non-binding and subject to change.
- 2.2. If the client places an order, they are bound to it for two weeks from receipt by the Agency. The contract is concluded when the Agency accepts the order in writing (e.g., by order confirmation) or clearly indicates acceptance by action (e.g., by commencing work).

3. Scope of Services and Client's Duties

- 3.1. The scope of services results from the client's order or the service description/contract. Any subsequent changes require written form.
- 3.2. All work by the Agency (drafts, sketches, proofs, blueprints, color samples, etc.) must be reviewed and approved by the client within three days. Failure to approve within this period shall be deemed consent.
- 3.3. The client shall promptly provide the Agency with all information and materials necessary for the work. Any additional costs caused by incomplete or incorrect information must be borne by the client.
- 3.4. The client is responsible for ensuring that provided materials (photos, logos, etc.) do not infringe third-party rights. The Agency assumes no liability for such violations. If claims arise, the client must indemnify and hold the Agency harmless.

4. Third-Party Services

- 4.1. The Agency may perform services itself or engage qualified third parties (“agents”) at its discretion.
- 4.2. Such agents may be commissioned in the Agency's or the client's name, but always at the client's expense.
- 4.3. The Agency will carefully select such agents for competence and reliability.

5. Deadlines

- 5.1. Deadlines and dates must be confirmed in writing. If a delay occurs, the client must grant a grace period of at least 14 days before exercising any rights.

5.2. After this period, the client may withdraw from the contract. Compensation for delay is only owed in cases of intent or gross negligence.

5.3. Unavoidable or unforeseeable events (e.g., delays by subcontractors) release the Agency from its obligations. The same applies if the client is late in providing necessary information or materials.

6. Withdrawal from the Contract

The Agency may withdraw from the contract if:

- performance becomes impossible for reasons attributable to the client, or is delayed even after a grace period, or
- there are justified concerns regarding the client's solvency, and the client fails to provide advance payment or security upon request.

7. Fees

7.1. Unless otherwise agreed, fees become due as soon as each service is rendered. The Agency may request advance payments.

7.2. Unless otherwise agreed, the Agency receives a fee of 15% of the advertising budget handled through it, excluding VAT.

7.3. Services not explicitly covered by the agreed fee are billed separately. Out-of-pocket expenses are reimbursed by the client.

7.4. Cost estimates are non-binding. If actual costs exceed the estimate by more than 10%, the Agency will notify the client. If the client does not object in writing within three days, the increase is deemed accepted.

7.5. If a project is canceled, the Agency is entitled to appropriate compensation. No rights to unused concepts or designs pass to the client; such materials must be returned.

8. Payment

8.1. Invoices are payable net without deductions within ten calendar days. Late payments incur 8% annual interest. Delivered goods remain Agency property until full payment.

8.2. The client bears all costs related to collection (e.g., legal or collection agency fees).

8.3. In case of default, the Agency may declare all other outstanding claims immediately due.

8.4. Offsetting by the client is not permitted unless acknowledged in writing or confirmed by court.

9. Presentations

9.1. The Agency is entitled to an appropriate fee for participating in presentations, at least covering personnel and material costs and any external services.

9.2. If no order is placed, all presentation materials remain Agency property. The client may not use or share them without written permission.

9.3. The client may not use ideas or concepts presented, even if not copyright-protected, without consent.

9.4. The Agency may reuse concepts and ideas not implemented in its own work elsewhere.

10. Ownership and Copyright

- 10.1. All Agency work (drafts, sketches, designs, concepts, etc.) remains the property of the Agency. Payment grants only a right of use for the agreed purpose and scope, limited to Austria and the contract duration. Full payment is a prerequisite for any usage rights.
- 10.2. Modifications or further developments of Agency work by the client or third parties require written consent.
- 10.3. Any use beyond the agreed purpose requires additional permission and remuneration.
- 10.4. Even after contract termination, use of Agency materials requires consent.
- 10.5. Compensation after contract end: 1st year – full fee, 2nd year – half, 3rd year – quarter, 4th year onwards – none.

11. Attribution

- 11.1. The Agency may place its name and/or that of the creator on advertising materials without extra payment.
- 11.2. Unless revoked in writing, the Agency may reference its business relationship with the client (e.g., name and logo) in its own advertising, including on its website.

12. Warranty and Liability for Defects

- 12.1. Complaints must be made in writing within three days of delivery. Only rectification or replacement may be demanded.
- 12.2. The client must enable the Agency to examine and remedy any defect.
- 12.3. The reversal of the burden of proof (§924 ABGB) is excluded; the client must prove defect existence and timely notice.
- 12.4. Claims for damages (delay, non-performance, consequential damage, etc.) are excluded unless caused by intent or gross negligence.
- 12.5. Any damage claims must be made within six months of awareness.
- 12.6. Damage claims are limited to the order value, excluding taxes.

13. Liability

- 13.1. The Agency performs work diligently and will warn the client of recognizable risks. It accepts no liability for legal claims against the client (e.g., trademark issues) if it has fulfilled its advisory duty.
- 13.2. Liability exists only for intent or gross negligence. Proof of gross negligence rests with the claimant.

14. Applicable Law

Austrian law applies exclusively, excluding conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

15. Place of Performance and Jurisdiction

- 15.1. Place of performance is the Agency's registered office.
- 15.2. Jurisdiction lies with the competent Austrian court at the Agency's seat.