



SCIENCE & VISUAL COMMUNICATION | MORITZ BORCHERS  
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## **General Terms and Conditions (GTC)** **– “Allgemeine Geschäftsbedingungen (AGB)” –** **regarding commissioned design works**

*Effective 22<sup>nd</sup> June 2021; version 1.3*

- (a) This version of the GTC (1.3) replaces all previous GTC-versions.
- (b) The term “client” refers to any person commissioning Moritz Borchers/Lobus Limbus, hereafter referred to as “designer”, to create a visual work – including but not limited to photos, flyers, poster, websites, pictures, graphics, logos and cover art –, hereafter referred to as “design work”.
- (c) If not otherwise specified, any agreed upon usage rights for any design works are only granted to the client upon receipt of full payment by the designer.
- (d) The term “design work” refers exclusively to the final product as accepted by the client. Unless otherwise specified, the designer will not grant the client any usage rights for drafts, different or alternative versions of the design work.
- (e) The client grants the designer the right to use the design work for the designer's promotional and advertising purposes unlimited in time and space within any kind of medium including but not limited to websites, magazines or videos. This right withstands even if the designer grants the client exclusive usage rights for the design work.
- (f) The client holds the designer free of all liability or responsibility for any damages and/or adverse events arising – directly or indirectly – in any way from the use and/or publication of the design work.
- (g) The client recognizes his/her liability to verify that the intended use and/or publication of the design work – as a whole as well as its elements – does not infringe on any laws and/or rights, including but not limited to copyright laws.
- (h) The client has the right to request full disclosure from the designer regarding the sources of all elements used in/for the design work, including but not limited to fonts, pictures, graphics and logos, before he/she accepts the final version of the design work. This right expires in case the client does not explicitly requests full disclosure or as soon as the clients accepts the final version of the design work.
- (i) If not otherwise specified, the client agrees to accept a non-obtrusive, yet visible copyright notice placed in/on larger design work (i.e., cover art, flyers, posters etc.). This copyright notice can contain the designer's logo (“man with dragonfly wings”) but at the minimum must consist of a sign reading: © lobuslimbus.de. If the design work is published within another medium – including but not limited to websites, magazines, books, marketing material – in a way that renders the copyright notice specified above invisible, the client agrees to publish a separate copyright notice along with the design work reading: © lobuslimbus.de.
- (j) The client agrees not to use and/or publish the design work within an illegal, derogative, racist, sexist, homophobic and/or hateful context.
- (k) All usage rights not explicitly granted shall remain with the designer.
- (l) Place of jurisdiction is Munich, Germany.
- (m) If any provision of these General Terms And Conditions becomes or is invalid this shall not affect the validity of any other provision of these General Terms And Conditions.