

# General TERMS & CONDITIONS

## Contractual Partners

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### 1. Scope of Application

- 1.1. These General Terms and Conditions (GTC) govern the contractual relationships of Rosa Waeng GmbH, Owner: Michael Wagner, Bübericher Allee 3, D-40667 Meerbusch - with its customers.
- 1.2. Where only „customer(s)“ are mentioned below, this refers to entrepreneurs as defined in §14 of the German Civil Code (BGB).
- 1.3. Deviating terms and conditions of the customer, either in whole or in part, do not become part of the contract unless Rosa Waeng has given its written consent. Rosa Waeng’s terms and conditions shall also apply exclusively if services are provided by Rosa Waeng without reservation despite the customer’s knowledge of conflicting terms and conditions.
- 1.4. Customer contracts („Contract“) consist of these General Terms and Conditions, the Data Processing Agreement (DPA), the applicable product conditions and SLAs, as well as any additional contract terms provided by Rosa Waeng upon ordering. This Contract becomes effective when accepted by the customer, applies to each order under this Contract, and supersedes any end-user license agreement accompanying a product. The person accepting the Contract declares that they are authorized to enter into this Contract on behalf of the customer.

### 2. Subject Matter of the Contract

#### 2.1. General

- 2.1.1. Services in detail are described by Rosa Waeng in the respective tariffs through price lists, cost estimates, or service specifications, unless contracts are concluded through individual communication.
- 2.1.2. For the customer, the respective service description at the time of placing the order is decisive. In case of discrepancies, the service description prevails over the contract contents described below.
- 2.1.3. Where server, cloud, or digital services are concerned, these are operated on servers under the responsibility of Rosa Waeng in data centers in Germany.

#### 2.2. Services

- 2.2.1. **Provision of Services.** Upon acceptance of individual service descriptions by Rosa Waeng and subject to the customer’s compliance with this Contract, Rosa Waeng will provide the ordered services in accordance with this Contract and the respective service description.

- 2.2.2. **Problem Resolution.** Each problem resolution will be implemented under the same conditions as the product to which it applies. If a problem resolution is not provided for a specific product, all usage rights provided by Rosa Waeng with the problem resolution shall apply.
- 2.2.3. **Pre-existing Work.** All rights to materials developed or received independently by a party apart from this Contract („Pre-existing Work“) shall remain the sole property of the party providing it. Each party is entitled to use, reproduce, and modify the other party’s pre-existing work as necessary for fulfilling obligations related to professional services.
- 2.2.4. **Performance Objects.** Provided the customer complies with this Contract, Rosa Waeng grants the customer a non-exclusive, limited license to use and modify the performance objects in accordance with the provisions of this Contract, including but not limited to the provisions on reservation of rights, restrictions, and license transfer in the License to Use Products section. These licenses are for the customer’s own use and for the customer’s business purposes in connection with its use of the products and are non-transferable unless expressly permitted under this Contract or applicable law.
- 2.2.5. **Rights of Affiliated Companies to Performance Objects.** The customer may sublicense its rights to performance objects to its affiliated companies; however, the customer’s affiliated companies may not sublicense these rights. The customer assumes responsibility for its affiliated companies’ compliance with this Contract.

## 3. Formation of the Contract

- 3.1. The Contract is formed when an offer of service issued by Rosa Waeng is accepted by the customer. Or when the customer directly orders a service and Rosa Waeng accepts the customer’s order by sending an order confirmation.
- 3.2. The customer is bound to its order (binding offer) of services for a period of five days.
- 3.3. Upon receipt of the order confirmation, the Contract is concluded. For term contracts, the contract commences upon activation of the product (e.g., license) or access (e.g., account) by the customer. A purchase confirmation sent to the customer promptly after receipt of an order alone does not constitute the conclusion of the contract.
- 3.4. Rosa Waeng reserves the right to not accept an order for good cause on an individual basis.
- 3.5. Furthermore, offers from Rosa Waeng, including offers on the website, are always non-binding.

## 4. Customer Obligations and Duties

- 4.1. The customer is obliged to provide the data required for its order fully and correctly, i.e., truthfully. The obligation to provide truthful information concerns in particular the details regarding the company, first name and last name, street and house number, postal code, city, and country, telephone and email address, as well as bank details, to the extent relevant for direct debiting. If the customer breaches the obligation to provide truthful information, Rosa Waeng is entitled to terminate the contractual relationship, including runtime services, with immediate effect.
- 4.2. The customer will promptly correct or update any changes to the data provided by the customer to Rosa Waeng. The customer is obliged to keep its email address provided to Rosa Waeng up to date and to regularly check for email communications from Rosa Waeng.
- 4.3. Communications from Rosa Waeng to the customer regarding the conclusion of the contract, contract processing, in particular invoicing and dunning procedures, including contract termination (cancellation), are usually sent in text form (i.e., by email). Only in exceptional cases or in cases of legal obligation does Rosa Waeng prepare texts in written form and send them to the address provided by the customer. The customer is obliged to provide Rosa Waeng with valid email addresses only, through which the customer can receive electronic mail and to regularly retrieve such mail.

4.4. For important reasons, Rosa Waeng may require the customer to use Rosa Waeng's email address or another email provider's address for communication purposes, especially for support and sending invoices, rather than the one the customer provided or subsequently deposited with its order.

## 5. Payment Terms

Unless otherwise agreed, services provided by Rosa Waeng become due for payment upon provision of the service and issuance of an invoice. For term contracts, a prepayment period of 12 months applies to annual contracts, and one month for monthly contracts.

- 5.1. Prepayment becomes due once Rosa Waeng accepts the customer's order by sending the order confirmation. Rosa Waeng may make the activation of customer access (account) or licenses dependent on receipt of payment.
- 5.2. SEPA Mandate: If a SEPA direct debit mandate is granted, the customer authorizes Rosa Waeng to collect the respective amount due from the customer's account by direct debit as part of its order (direct debit authorization / SEPA mandate). The „mandate“ is the payer's (customer's) consent to the payee (Rosa Waeng) for the collection of due receivables by direct debit and the instruction to its payment service provider (bank of the customer) to redeem it by debiting its payment account. The direct debit is initiated by the payee (Rosa Waeng). The advance notice of the direct debit („Prenotification“) is provided no later than 5 working days before the direct debit claim, usually with the invoicing. The debit by Rosa Waeng takes place no earlier than 5 working days after the invoice date. The invoice is sent to the customer by email to the address provided by the customer or in its personal configuration menu or by any other agreed means, where it can be accessed by the customer. The customer is responsible for ensuring sufficient funds are available in the designated account for the amounts due to be debited.
- 5.3. The customer will receive an invoice or calculation of the agreed and due remuneration in electronic form as a PDF document, in accordance with tax regulations. The customer has no entitlement to a digitally signed invoice (§ 14 (3) UStG).

## 6. Customer Offset, Right of Retention

- 6.1. The customer may only offset against claims of Rosa Waeng to the extent that these claims are undisputed or legally established. The assertion of a right of retention by the customer is only permissible due to counterclaims arising from the contractual relationship with Rosa Waeng.

## 7. Liability

Rosa Waeng's liability – regardless of the legal basis – is exclusively governed by the following provisions:

- 7.1. Unlimited Liability: Rosa Waeng is liable for intent and gross negligence. For slight negligence, Rosa Waeng is liable in accordance with the Product Liability Act, the Telecommunications Act, and in case of damages resulting from injury to life, body, or health of persons.
- 7.2. Limitation of Liability: Rosa Waeng's liability for slight negligence is otherwise limited to the violation of an essential contractual obligation, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the contractual partner can regularly rely (cardinal obligation). This limitation of liability also applies in favor of Rosa Waeng's vicarious agents.
- 7.3. Rosa Waeng's liability for damages irrespective of fault for defects existing at the time of contract conclusion (§536a BGB) is excluded.

## 8. Contract Term / Termination

- 8.1. Unless otherwise agreed, the contract is concluded for an indefinite period.
- 8.2. For term contracts such as licenses, SLAs, hosting, domains, storage fulfillment, and others, the customer determines the contract term with its order. The prepaid period begins on the exact day of receipt of the order confirmation but not before the activation of the service. The calculation is based on banking days throughout the year.
- 8.3. If the prepaid period expires without the customer having terminated the contract, the expiration period begins again.
- 8.4. Contracts can be terminated for the first time upon expiration of the minimum contract term with a notice period of 14 days.

## 9. Data Protection

- 9.1. Rosa Waeng informs the customer about the collection, processing, and use of personal data via a separate data processing agreement based on the data protection agreement pursuant to Art. 28 GDPR.

## 10. Applicable Law, Jurisdiction, Invalidity

- 10.1. The contracts concluded by Rosa Waeng on the basis of these GTC and any resulting claims of any kind are governed exclusively by the law of the Federal Republic of Germany.
- 10.2. The place of jurisdiction for all claims arising from the contractual relationships between the contracting parties, especially regarding the conclusion, execution, or termination of the contract, is the registered office of Rosa Waeng.
- 10.3. Should individual provisions of these GTC be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions.

## 11. Miscellaneous

- 11.1. Rosa Waeng reserves the right to not accept an order for good cause on an individual basis.
- 11.2. Furthermore, offers from Rosa Waeng, including offers on the website, are always non-binding.
- 11.3. The prices stated in price lists are exclusive of VAT; VAT is charged additionally at the legally required rate. Prices excluding VAT are totaled and form the basis for calculating the VAT amount.
- 11.4. VAT applies solely to clients based in Germany. Clients within the European Union (EU) must furnish a valid VAT identification number (VAT ID) for the purpose of the reverse charge procedure. International clients located outside the EU are exempt from VAT (reversal of tax liability).
- 11.5. Language preference: German or English. Corporate language and communication language are German or English. Contracts can be provided in the client's language as a duplicate.

# General TERMS & CONDITIONS

## *Purchase of Goods and Ordering of Services*

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### 1. Definition, Scope of Application

- 1.1. The terms „order“, „contractor“, and „client“ are to be understood in a commercial sense. „Order“ refers to the contractual relationship regardless of the specific type of contract, „contractor“ denotes the party obligated to provide the main service, and „client“ refers to the party on whose behalf the main service is ordered. „Agency“ is the advertising agency Rosa Waeng, which purchases goods or orders services for itself or its client.
- 1.2. These terms and conditions apply regardless of whether the agency enters into the contract on its own behalf or on behalf of a third party, especially the client. If the third party has not consented to the contract concluded on its behalf, the client shall assume all rights and obligations.
- 1.3. Only orders or changes to orders given in writing are binding.
- 1.4. Deviating and/or additional terms and conditions of the contractor shall only apply if the client has expressly accepted them in writing.
- 1.5. The order must be confirmed in writing by the agency via email or fax within one working day if the conditions were negotiated before the order was placed, otherwise promptly.

### 2. Deadlines, Delivery Periods, Place of Performance

- 2.1. Agreed deadlines and delivery periods are binding. The contractor must promptly notify the client of any anticipated delivery delays. In the event of a breach of delivery deadlines or dates by the contractor, the statutory provisions shall apply.
- 2.2. The agency is entitled to withdraw from the contract if it is foreseeable that the delivery/service will not be provided on time, thereby causing significant production disruptions for the agency and/or its client.
- 2.3. Delivery shall be made by the contractor at its own cost and risk to the specified delivery address, which constitutes the place of performance.

### 3. Drafts, Excess Quantities, Changes to Orders

- 3.1. Drafts, especially for alternative solutions, are part of the scope of services. Excess quantities, even if due to production constraints, will not be compensated.
- 3.2. If the client requests a service after the order has been placed, for example, through changes and/or additional requests that require additional effort on the part of the contractor, the contractor is entitled to additional compensation only if it promptly notifies the client in writing and the client expressly commissions this service.

## 4. Agreed Quality, Remedial Action Period

- 4.1. Deliveries related to the design or production of advertising materials must solve the assigned task, if applicable, comply with the provided templates and instructions, as well as the latest state of the art; they must meet the technical, advertising, and artistic level of the work samples that the contractor presented before the order was placed.
- 4.2. The statutory period for remedial action shall be determined in such a way that the client can still award the contract to another party and meet subsequent deadlines in the event of a failure of the remedial action.
- 4.3. In all other respects, the statutory provisions shall apply.

## 5. Complaints, Acceptance

- 5.1. Any defects in goods and non-perishable items made from material to be procured by the contractor must be reported within two weeks of delivery if they are detectable upon inspection. Perishable goods must be inspected promptly, and any detectable defects must be reported immediately.
- 5.2. A necessary acceptance of services is deemed to have occurred if the agency has expressly accepted the service as contractually compliant.
- 5.3. Payment neither constitutes acknowledgment nor waiver of the right to lodge a complaint.

## 6. Value Added Tax, Invoice, Packaging Costs

- 6.1. The agreed prices are net, i.e., plus the respective applicable statutory value-added tax.
- 6.2. The invoice must be sent to the agency's accounts payable department immediately after delivery.
- 6.3. Payment shall be made within 30 days without deduction, with any discount granted deducted at the specified time.
- 6.4. Packaging costs shall not be reimbursed.

## 7. Insurance

The contractor is obliged to take out adequate insurance covering all types of damages related to contract fulfillment. The agency may request insurance documentation on a case-by-case basis.

## 8. Special Conditions for Photographers

- 8.1. To optimize the implementation of the approved advertising concept by the client, the agency, on behalf of the client, may instruct the contractor on persons contributing to the photo motif (especially models, makeup artists, stylists including their costumes), props, specific technical effects (especially specific lighting), and the location of the shoot. The contractor shall enter into service, purchase, and rental contracts on its own behalf and at its own expense, within the scope of cost estimates previously approved by the client.
- 8.2. Furthermore, the contractor shall provide the personnel and items necessary for the photo shoots, which it shall book, purchase, or rent on its own behalf, at its own expense. The compensation for these services shall be included in its price.
- 8.3. If a photo shoot cannot be conducted because a model booked by the contractor in a timely manner does not appear at the shoot, the contractor shall bear any additional costs for model fees, props, and incidental expenses. The contractor shall have any recourse claims against the defaulting model.

8.4. The client and photographer agree that upon payment of the applicable fee, the client shall acquire ownership of all existing photographic materials (negatives, slides, intermediate negatives, prints, etc.) and electronically digitized image files created during the commissioned photographic work, for the entire duration of its usage rights. The provisions of Section X, Clause 1 shall apply mutatis mutandis. Upon request by the client or agency, the contractor shall hand over the photographic material to the client or agency.

## 9. Copyright Usage Rights / Ancillary Copyrights / Right of One's Own Image

- 9.1. Copyright usage rights and ancillary copyrights of the contractor as well as the right to use the model's image concerning the subject matter of the contract shall transfer exclusively to the client indefinitely and worldwide upon payment of the fee, in the absence of any other agreement. The contractor shall transfer all necessary files, sources, and source codes for this purpose. Purpose of use: Promotional and non-promotional, initial and multiple uses; Types of use: All printed advertising materials (advertisements, posters, inserts, catalogs, brochures, packaging, other printed advertising materials), compilations, films (TV commercials, cinema (advertising) films), magnetic tapes (film cassettes, audio and video cassettes), online and offline use from electronic storage media (databases, CD-ROM, CDI, MO drives, DAT; disks, internet, multimedia), as well as all conceivable and future new types of use; Reproduction technique: Printing, film copying, magnetic tape copying, machine-readable recording, electronic reproduction; Distribution: Distribution to the public, broadcasting, performance, exhibition, data (remote) transmission; Other rights: Use also of parts of the subject matter of the contract (including excerpt usage, photo composing, film composing), right to modify, complete or partial transfer of exclusive usage rights to third parties.
- 9.2. The contractor shall inform the client in its offer whether and if so, which of its usage rights to be transferred pursuant to Clause 1 it has transferred to collecting societies.
- 9.3. To the extent that usage rights are not to be transferred contrary to Clause 1, the client may subsequently demand their transfer, in whole or in part, for appropriate compensation. The compensation shall, as far as possible, be based on the compensation already agreed with the contractor; otherwise, it shall be determined by the client at its reasonable discretion subject to judicial review, if necessary.
- 9.4. If the contractor uses employees and/or subcontractors and/or models in the performance of the contract, it shall be obliged to acquire their usage rights to the same extent at its own expense and transfer them to the client, as agreed in Clause 1 for the contractor's own services. Furthermore, it shall impose the same obligations on these persons for their contribution to the performance in favor of the client as it has for its own performance.
- 9.5. The contractor warrants that there are no third-party rights to its contractual performance that impair the assignment of rights and/or the agreed use of its performance (e.g., personality rights of depicted persons who have not consented to the use) and indemnifies the agency accordingly against any claims by third parties.
- 9.6. The contractor shall offer the usage rights to be transferred by it in accordance with Clause 1 both comprehensively and restricted to the type and purpose of the advertising materials for which the subject matter of the contract is to be ordered, but otherwise as set out in Clause 1. Any further restrictions shall be explained in an additional alternative offer. The work fee shall be itemized separately. If this is not done, it is included in the agreed compensation.
- 9.7. The contractor is obliged to obtain a suitable declaration from models regarding the complete transfer of usage rights and to submit it to the agency.
- 9.8. The contractor waives the signature of its work but may be mentioned by the client without being obligated to do so.

## 10. Acquisition of Ownership of Illustrations and Reproduction Material, Storage, Security, Retention Right

- 10.1. The client and contractor agree that the client acquires ownership of illustrations contained in the agreed work result as well as of the reproduction material produced or procured by the contractor for the execution of the order (e.g., printing materials such as typesetting, photos, lithographs, films, electronic files, etc., including undelivered designs and backup copies) upon payment of the fee. From this point on, the contractor shall carefully store these items for the client until they are handed over. After six months from acceptance, the client must accept the aforementioned items if offered by the contractor.
- 10.2. The contractor shall create a backup copy of each electronic file on a separate storage medium and store it separately from the primary storage medium during the storage period (cf. Clause 1).
- 10.3. Items received by the contractor from the client or agency shall not become its property, may only be used for order processing, must be carefully stored by the contractor, and returned upon first request.
- 10.4. The contractor shall have no right of retention with regard to the items to be handed over by it due to claims not recognized by the client or not legally established.

## 11. Confidentiality/Customer Protection/Reference

- 11.1. All information and documents accessible to the contractor in connection with the order, as well as the advertising materials ordered and the items according to Clause IX, must be treated strictly confidentially even after the termination of the order, even if the order is not executed. The contractor may only use copies of the contractual performance for its own promotional purposes with the prior written consent of the agency.
- 11.2. The contractor shall impose this confidentiality obligation in writing on its employees, subcontractors, models, etc., involved in the execution of the order, to the extent necessary to ensure confidentiality, and shall provide written evidence to the client or agency upon request.
- 11.3. The contractor shall refrain from any direct contact with the agency's clients, unless this is done on behalf of the agency. In the event of contact initiated by the client, the contractor shall always refer them to the agency as the contact person.
- 11.4. The contractor is not entitled to mention the client as a reference customer.

## 12. Human Rights/Environment/Minimum Wage

- 12.1. The agency is aware of its responsibility to comply with human rights and protect the environment throughout its supply chain and aligns its business activities accordingly. Contractors are also selected based on their preventive measures to protect the environment and human rights. The contractor undertakes to comply with the standards set out in the attached Code of Conduct for Suppliers and Business Partners and to impose these obligations on its subcontractors.
- 12.2. The contractor undertakes to pay its employees and subcontractors the minimum wage and agreed supplements, including contributions to social security, employment promotion, and social security expenses for employees and marginal employees, in accordance with statutory and collective bargaining provisions. It further undertakes to impose this obligation on its subcontractors. If the agency is held liable for the payment of minimum wage to the contractor's employees or those of its subcontractors, the contractor undertakes to indemnify the agency and compensate it for any resulting damage.
- 12.3. If the contractor breaches the obligations under Paragraphs 1 and 2 and/or the Code of Conduct, the agency is entitled to terminate the contract without notice.



## 13. Data Protection

- 13.1. The data protection regulations (in particular the GDPR as well as any other applicable data protection laws) must be observed. The contractor shall only process personal data to the extent necessary to fulfill the purpose of the contract. In doing so, the contractor will also take appropriate technical and organizational measures to meet the requirements of applicable data protection law, in particular the GDPR and this contract.
- 13.2. The contractor shall obligate its employees in writing to maintain confidentiality toward anyone about personal data and other information that comes to their knowledge on the occasion or in connection with their activities for the client and not to process such data without authorization.
- 13.3. The contracting parties shall conclude a separate agreement on data processing if personal data is processed by the contractor on behalf of the client (data processing). If this is the case, the provisions of the contract for data processing shall take precedence over the provisions of this contract.
- 13.4. The contractor shall promptly inform the client if personal data has been disclosed contrary to the provisions of this section or other data protection regulations. In such cases, the contractor shall take all necessary measures to prevent further disclosure. The contractor shall promptly notify the client of any audits, investigations, and/or administrative measures by a data protection supervisory authority, insofar as they concern the subject matter of this contract and this is legally permissible.
- 13.5. In the event that the contractor sends personal data to the client, it confirms that these have been lawfully processed by it, in particular, this includes the existence of a consent declaration by the data subject for the transfer and processing by the client.
- 13.6. In the event of a breach, the client may terminate the contractual relationship without notice. The contractor is also obliged to compensate the client for any damage it suffers as a result of the breach. This includes any damages to employees of the client and expenses incurred in connection with another contractor.

## 14. Non-Transferability of Contractor's Rights

- 14.1. The contractor's rights under the contract, in particular the entitlement to remuneration, cannot be assigned.

## 15. Agency Client as Client

- 15.1. The order must also be processed through the agency if it has placed the order on behalf of a third party, in particular its client. In this case, the agency is not liable for the performance of the client or its creditworthiness, which it does not check.

## 16. Final Provisions

- 16.1. The invalidity of individual provisions shall not affect the validity of the remaining provisions.
- 16.2. The place of jurisdiction for all disputes is Düsseldorf if the client and contractor are merchants or if one of them does not have a general place of jurisdiction in Germany.
- 16.3. Only the law of the Federal Republic of Germany applies, excluding international sales law.

# Attachment A

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## Mandatory Information

Where Rosa Waeng uses teledmedia for the purpose of concluding contracts (contracts in electronic commerce), Rosa Waeng is obliged to provide information..

### 1. Identity of the Company

The contracting party for the customer is:

**Rosa Waeng GmbH, Budericher Allee 3, 40667 Meerbusch, Germany**  
Tel: +49 176 470 750 86, E-Mail: [hello@roawaeng.com](mailto:hello@roawaeng.com), [rosawaeng.com](https://rosawaeng.com)

The teledmedia service provided by Rosa Waeng does not require any official authorization.

Where Rosa Waeng mediates licenses or other contracts to the customer, the contract is concluded directly between the customer and the provider. Domain contracts are concluded directly between the customer and the registration authority in the registration agreement. The identity of the registration authority depends on the type of domain to be ordered. The registration authorities will be named upon request from Rosa Waeng.

### 2. Mandatory Information for All Customers

2.1. The ordering process is accompanied by an account manager assigned to the customer.

2.1.1. The customer selects a product/tariff with the assistance of their assigned account manager. Subsequently, the customer receives an offer for review. If the customer accepts the offer by placing a written order, this constitutes a binding contractual offer to Rosa Waeng. Rosa Waeng accepts the contract offer by sending an order confirmation. The contract is concluded upon receipt of the order confirmation by the customer.

2.1.2. The customer can also order services directly from the valid price list or in accordance with existing framework agreement arrangements. After reviewing the order, it is also confirmed as a contract acceptance by an order confirmation. Rosa Waeng reserves the right to display prices from outdated price lists to the customer via an adjusted order confirmation. If the customer accepts these prices, the contract is confirmed by sending an order confirmation.

2.1.3. Rosa Waeng does not create an actual contract text for project assignments. After contract conclusion, Rosa Waeng saves the order as well as the order confirmation and contract acceptance (order confirmation). The customer sees the scope of services in the order confirmation created by Rosa Waeng. The General Terms and Conditions with mandatory information underlying the contract are provided to the customer as a PDF document.

2.1.4. Contracts are mandatory for term-based services (e.g., hosting, software licenses), when Rosa Waeng has budget responsibility, for individually negotiated conditions, or long-term cooperation (framework agreements). German or English language is available for contract conclusion.

2.2. Codes of Conduct: Rosa Waeng has not subjected itself to any codes of conduct.

2.3. Receipt of the order is confirmed to the customer by Rosa Waeng electronically.

2.4. There are no delivery restrictions, except where products (e.g., customer's desired domain) are already assigned or

unavailable, or currently not producible.

- 2.5. Bank transfer is accepted as a payment method. This is usually done by direct debit via a SEPA mandate or by transfer from the customer.
- 2.6. Alternative payment methods such as PayPal and foreign currency accounts are available upon request.
- 2.7. The customer bears the costs of the transaction including conversion costs.
- 2.8. Unless otherwise agreed, the customer bears the foreign exchange risk. The euro (EUR €) is the trading currency.
- 2.9. The essential characteristics of the ordered services are found in the offer and the order confirmation.
- 2.10. Unless otherwise agreed, contracts are concluded for an indefinite period. The conditions for termination are determined by the General Terms and Conditions. Consequently, the customer determines the contract term by their termination.
- 2.11. All displayed prices are exclusive of the German value-added tax currently at 19%. For customers located in another EU country, the reverse charge mechanism applies. Services to third countries are provided tax-free as export services.
- 2.12. Specific additional costs that the customer has to bear for the use of the telecommunications medium used for contract conclusion, and which are invoiced by Rosa Waeng as additional costs, do not arise.
- 2.13. The payment terms, delivery, and performance conditions are determined by the General Terms and Conditions. There are no agreed-upon deadlines for Rosa Waeng to provide services. There is no special procedure for handling complaints.
- 2.14. The statutory provisions on warranty and guarantee apply. Customer service is provided through extensive support services via telephone, email, or instant messaging services such as Microsoft Teams. Upon request, support can also be provided via customer-specific channels, e.g., Slack.