



GENERAL TERMS AND CONDITIONS OF BUSINESS (GTCB)

§ 1 Scope and Provider

- (1) These general terms and conditions apply to all services that you provide with the agency

ARC VIZ DESIGN
Versmannstraße 16
20457 Hamburg

Managing Director:
Vasileios Lagaris – M.A. – Architecture

- (2) The services of **ARC VIZ DESIGN** are aimed exclusively at buyers who have reached the age of 18.
- (3) Our services and offers are made exclusively on the basis of these General Terms and Conditions. The general terms and conditions also apply to companies for all future business relationships, even if they are not expressly agreed again. The inclusion of general terms and conditions of a customer that contradict our general terms and conditions is already contradicted.
- (4) Contract language is exclusively German.
- (5) You can call up and print out the currently valid General Terms and Conditions on the website [specify link].

§ 2 Conclusion of Contract and Services

- (1) Requesting an offer from **ARC VIZ DESIGN** does not constitute a binding conclusion of contract. The preparation and submission of an offer by **ARC VIZ DESIGNS** does not constitute a binding conclusion of contract.
- (2) A commitment to the conclusion of a contract on the part of the customer must be made in writing by e-mail or by post for the provision of services offered by **ARC VIZ DESIGN** in order to conclude an effective contract with **ARC VIZ DESIGN**.
- (3) In the event of a commitment in accordance with § 2 (2), the customer must name a responsible contact person who will be involved in the service as the person authorized to make decisions until the agreed services are completed. This person

authorized to make decisions is available for the general exchange of performance information.

- (4) The availability of the person authorized to make the decision is guaranteed if **ARC VIZ DESIGN** responds to inquiries by telephone or email within 120 minutes during general office hours from 9 a.m. to 6 p.m.
- (5) In the event of an order, **ARC VIZ DESIGN** owes the contractually agreed services at the contractually agreed time. **ARC VIZ DESIGN** does not make any technical or substantive changes to the customer's project. The artistic freedom in the creation of the services is at the discretion of **ARC VIZ DESIGN**.

§ 3 Basic, for performance processing, required data and files

- (1) The basis for the services of **ARC VIZ DESIGN** is the submission of the folder structure in accordance with the **ARC VIZ DESIGN** guidelines.

This guide contains four folders in the following delivery structures:

- **Folder 01 – Plans for thr project**

This folder contains a brief description of the project as a PDF file. If necessary, also a functional description of services for a large project.

All planning statuses that are required for processing the service. These include - floor plans of all floors up to the roof supervision. Views of all directions and all system sections. Special features such as balconies or other complex details also require detailed planning. The plans are to be submitted in DWG/DXF format or as a PDF file.

A site plan in DWG/DXF format or PDF file. Furthermore, the exact address of the project and the geographical location. If no map is available, images from Google Maps or Google Earth must be provided.

- **Folder 02 - Materials & Furniture**

This folder contains all material information about the project and their properties. Properties means the finished surface structure of the materiality. It is not enough to simply describe wood, but the finished surface structure or property of the material. An example would be: Wood – gloss finish.

Additional information about this folder are special details, such as in constriction or outstanding materiality or objects such as statues or the like.

The last point in this folder is information on the furniture in terms of material and construction.

The submission must be made as reference images. The file formats can be as JPG, TIF, PNG.

- Folder 03 - Traffic & Nature

This folder contains audience and traffic information. Audience means people. Transport means means of transport. Clear information about people and means of transport must be given here. Which style of clothing and which vehicle category are desired.

Other information about this folder are information about the nature in the area. Nature means animals and vegetation.

The submission must be made as reference images. The file formats can be as JPG, TIF, PNG.

- Folder 04 - Atmosphere and Mood

This folder contains information about the atmosphere and mood. Information about the weather, the season, the time and the lighting situation (artificial or natural light) is provided under Atmosphere and Mood.

The submission must be made as reference images. The file formats can be as JPG, TIF, PNG.

- (1) The folders must be submitted in ZIP or RAR format.
- (2) Submission of own 3D models and 2D CAD files must have the following layer structure and submission format:

Layer structure:

- Character unit must be in meters [m] and metric.
1 drawing unit = 1 meter [m] / 0.1 drawing unit = 0.1 meter [m]
- Layer naming must be done with number, name of component and material.
Example: 01 Roof – Aluminium
 02 Wall exterior – Bricks
 ongoing.

The numbering starts with 01 and ends numerically up to the number of layers used.

The maximum number of characters in a layer should not exceed 20 characters.

- Each file must be handed over clean. No overlapping surfaces and polygons. Polygon corners must be welded or connected to each other.
- All elements, polygons and faces must be visible and free. No hidden or locked elements, polygons and faces.
- Avoid groupings and blocks.

Delivery format:

- The delivery format must be in DWG/DXF format or MAX file. Google Sketch up formats should be avoided. If none of these formats is possible as an export, files in 3ds format are also acceptable in an emergency.

(3) **ARC VIZ DESIGN** assumes no liability for faulty files. Faulty files do not form a basis for the services of **ARC VIZ DESIGN**.

ARC VIZ DESIGN will clean up the files for a fee, if this is possible, if this has been expressly pointed out and the customer has agreed to this.

ARC VIZ DESIGN can discard defective files and request new files from the customer in accordance with the information in § 3.

When the order is placed, the customer is obliged to hand over all files requested by **ARC VIZ DESIGN** for the provision of services in the formats according to § 3 to **ARC VIZ DESIGN**.

§ 4 Transfer medium of the requested files

(1) The transfer of the data takes place exclusively by e-mail to the e-mail address:

info@arcvizdesign.com

The contracting parties can agree on other transfer media if the circumstances, due to excessive amounts of data, so require.

Data transfer via USB data carrier

The data can be sent via a USB data carrier by post. The shipment must be made to the following address:

ARC VIZ DESIGN
Versmannstraße 16
20457 Hamburg

The customer must provide evidence that the USB data carrier has been successfully sent to **ARC VIZ DESIGN** (tracking number of the respective delivery service).

ARC VIZ DESIGN must confirm receipt of the data to the customer and check it for completeness. The check must be carried out immediately after receipt of the USB data carrier. If the USB data carrier is incomplete and/or defective, **ARC VIZ DESIGN** must report this to the customer immediately.

After checking and accepting the data, **ARC VIZ DESIGN** must also provide evidence that the USB data carrier device has been successfully returned to the customer (tracking number of the respective delivery service).

Data transfer via online uploads

The contracting parties can agree on an online upload platform and carry out the data transfer online. The customer must confirm to **ARC VIZ DESIGN** that the upload of the data has been carried out successfully.

ARC VIZ DESIGN must confirm receipt of the data to the customer and check it for completeness. If the data is incomplete, **ARC VIZ DESIGN** must report this to the customer immediately.

§ 5 service descriptions and Process of order processing

- (1) Individual images, hereinafter referred to as visualizations, take place in four work phases. Each service phase includes a partial service of the overall service. Phase 01 - 04 occurs in numerical order. The processing of each individual phase builds on the other phase. It is not possible to skip or omit a phase. Each phase must be confirmed by the customer in order to complete the phase and to move on to processing the next phase. The confirmations of the individual phases of the customer are binding. Steps back to the previous phase are not possible without a new cost-based remuneration.

Each service phase includes two correction processes that do not involve any additional remuneration. From the third correction, the correction according to § 7 (6) is to be remunerated in addition.

The individual phases are structured as follows and include the following services:

Stage 01 - Foundation

Phase 01 includes the model import and individual corrections, if necessary, as well as the basic settings of the drawing units and the coordination of the geometry as well as the determination of the perspective/camera position. - Phase 01 is processed in 3D.

Stage 02 - Exposure

Phase 02 contains the basic lighting settings for the scene lighting from natural light. The natural lighting results from the season, the position of the sun and the sky. The artificial light results from the use of artificial light sources in the outdoor and indoor lighting. The shadows are generated from the light sources mentioned and are adapted to the scene (direction of the individual light sources). - Phase 02 is processed in 3D.

Stage 03 – Mapping & 3D

Phase 03 includes the placement of 3D objects (furniture, vegetation, vehicles, etc.) and the texturing of the entire scene. After completing the use of 3D objects and texturing the entire scene, the final rendering can take place. - Phase 03 is processed in 3D.

Phase 04 – post production

Phase 04 includes the final post-processing of phase 03. Here the post-processing takes place in mood and 2D staggered position. The image is filled with additional 2D

objects (animals, plants, people, means of transport, etc.). Individual color adjustments and corrections as well as adaptation of the nature and environment (sky, exposure, etc.) are carried out until the final result. - Phase 04 is processed in 2D.

The final resolution of the visualization is at least 3000 pixels.

The delivery format of the visualizations is standard in JPEG or TIF format. Other formats must be coordinated with **ARC VIZ DESIGN** in advance.

§ 6 Defects

- (1) Obvious defects must be reported within a period of one month. The complaint must be in writing in order to be legally recognized.
- (2) Complaints about the individual service phases must also be in writing in order to be recognized as legally relevant.
- (3) **ARC VIZ DESIGN** is not liable for defects that are the fault of the customer.
- (4) Claims for defects against **ARC VIZ DESIGN** expire within one year from the date of the invoice or the delivery of the service rendered.

§ 7 Compensation

- (1) The customer owes **ARC VIZ DESIGN** the remuneration for all contractually agreed services.
- (2) **ARC VIZ DESIGN** owes the customer the delivery of all contractually agreed services free of defects at the contractually agreed time.
- (3) In the case of an order amount of € 4.000,00 or more, a deposit of 50% is due at the beginning of the service.
- (4) Die Preise von **ARC VIZ DESIGN** sind Fest-und Pauschalpreise und in der Währung Euro (€).
- (5) The prices of **ARC VIZ DESIGN** are fixed and all-inclusive prices and in the currency euro (€).
- (6) Additional work requires a separate order and must be carried out separately in accordance with § 7 (3) - (5). If otherwise agreed, the services of **ARC VIZ DESIGN** will be remunerated on an hourly basis. The hourly rate is €125,00.
- (7) All prices do not include VAT.
- (8) The remuneration is to be paid within 14 days after the service has been rendered.

- (9) Remuneration is only made by transfer to the contractually agreed bank account, unless otherwise agreed in advance.

§ 8 Retention of title, delivery and watermarks

- (1) **ARC VIZ DESIGN** sends all services exclusively by email, unless otherwise contractually agreed.
- (2) **ARC VIZ DESIGN** sends all services and intermediate statuses for preview and further agreements with a watermark.
- (3) **ARC VIZ DESIGN** removes all watermarks after receipt of the contractually agreed payment to the bank account agreed in the contract.
- (3) All services remain the property of **ARC VIZ DESIGN** until full payment of the contractually agreed amount.

§ 9 Transfer of rights

- (1) **ARC VIZ DESIGN** intends to reproduce all services created for its own use. The data provided by the customer, which is included in the services of **ARC VIZ DESIGN**, are not protected against this.

In this sense, duplication means use for self-promotion and reference information. Self-promotion includes the use of the services on the website and other publicly accessible advertising platforms of **ARC VIZ DESIGN** (Instagram, Behance and Pinterest) as well as advertising brochures created or commissioned by **ARC VIZ DESIGN**.

Reference information means sending reference information and examples to other customers.

- (2) The right of use is unlimited in terms of location and time.
- (3) In the case of competitions or public tenders or other levels of secrecy, **ARC VIZ DESIGN** undertakes to maintain secrecy regarding the use of the services provided in accordance with § 8 (1) until the secrecy is lifted.

ARC VIZ DESIGN must be informed in writing of the secrecy from the start. **ARC VIZ DESIGN** is not liable for the dissemination of services that are to be kept secret if the information of secrecy has been withheld from **ARC VIZ DESIGN**.

- (4) The customer receives the right to use the services provided by **ARC VIZ DESIGN** for the contractually agreed purpose. The right of use is unlimited in terms of location and time.

In the case of publicly accessible distribution, the customer is obliged to provide information that the service has been provided by **ARC VIZ DESIGN**. A link to the **ARC VIZ DESIGN** website or the note "Created by **ARC VIZ DESIGN**" is sufficient for this.

- (5) Any other use that does not serve the contractually agreed purpose must be agreed with **ARC VIZ DESIGN**. The vote must be in writing.

§ 10 Copyrights/Usage Rights

- (1) The customer must ensure that all data sent to **ARC VIZ DESIGN** is not subject to any copyright infringement.
- (2) The customer must ensure that all data transmitted to **ARC VIZ DESIGN** are free of rights of use towards third parties.
- (3) With the transfer of all data to **ARC VIZ DESIGN**, the customer transfers the free use of the data to provide the contractually agreed services.

§ 11 Duties and breaches of duty

- (1) The customer undertakes to name a contact person for **ARC VIZ DESIGN** according to § 2 (3).
- (2) The customer undertakes to hand over all data in accordance with the requirements of Section 3 to **ARC VIZ DESIGN** in good time in accordance with the information in Section 4.
- (3) The customer is obliged to accept the individual service phases from **ARC VIZ DESIGN**.
- (4) If the data required by **ARC VIZ DESIGN** is not sent and made available to **ARC VIZ DESIGN** in good time or at all, the acceptance of the individual service phases is refused and/or not carried out or other obligations are violated, **ARC VIZ DESIGN** can withdraw from the contract . The declaration of withdrawal must be in writing.

§ 12 Compensation for breaches of duty

- (1) If a duty according to § 11 is violated during a service phase, a partial payment for the individual service phases is determined as follows:

- Withdrawal before and within phase 01

Remuneration of 20% of the contractually agreed benefit amount

- Withdrawal before and within phase 02

Remuneration of 40% of the contractually agreed benefit amount

- Withdrawal before and within phase 03

Remuneration of 60% of the contractually agreed benefit amount

- Withdrawal before and within phase 04

Remuneration of 80% of the contractually agreed benefit amount

§ 13 Assignment and Settlement of Claims

- (1) **ARC VIZ DESIGN** has the right pursuant to § 398 et seq. BGB to assign all or part of its receivables and claims against the customer.
- (2) All claims against the customer can be offset.

§ 14 Cancellation of the contract

- (1) In the event of an incorrect offer, both contracting parties can withdraw from the contract.
- (2) Withdrawal must be in writing with justification for the incorrect offer.

§ 15 Termination

- (3) The customer is entitled to terminate the contract at any time without giving reasons. The termination must be in writing.
- (4) Terminations during a service phase are to be remunerated in accordance with § 645 and § 649 BGB.
- (5) **ARC VIZ DESIGN** does not provide for any loss of payment if notice is given within two weeks before the start of the contractually agreed time of service provision.
- (6) **ARC VIZ DESIGN** is entitled to terminate the contract at any time without giving reasons. The termination must be in writing.

§ 16 Liability

- (1) **ARC VIZ DESIGN** has unlimited liability in the event of intent and gross negligence.
- (2) **ARC VIZ DESIGN** is liable for slightly negligent breaches of duty, limited to the foreseeable, contractually typical and immediate average damage.
- (3) **ARC VIZ DESIGN** is not liable to merchants and entrepreneurs in the event of a slightly negligent breach of insignificant contractual obligations.
- (4) The intended limitations of liability do not apply to bodily injury or damage to health attributable to **ARC VIZ DESIGN** or in the event of loss of life of the customer.

(5) **ARC VIZ DESIGN** is not liable for incorrect information on the part of the client.

§ 17 Final Provisions

- (1) Should one or more provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the other provisions.
- (2) Contracts between **ARC VIZ DESIGN** and the customer are exclusively subject to the German law of the Federal Republic of Germany.
- (3) The place of jurisdiction for all disputes is Hamburg in Germany.
- (4) The limitation period for all claims for damages is one year.
- (5) The respective guidelines for the agreed services, the order confirmation and the order form and the legal basis of **ARC VIZ DESIGN** are part of the contract between **ARC VIZ DESIGN** and the customer.
- (6) Oral subsidiary agreements are not accepted by **ARC VIZ DESIGN**.

Stand: 01.05.2017