

General Terms and Conditions

for communication design services · Version: September 2026

1. Scope

1.1 These General Terms and Conditions apply exclusively to all contracts for communication design services between Lilli Messina | LIME Design (the “Designer”) and the client. Any conflicting or deviating terms of the client shall not form part of the contract.

1.2 This shall also apply where the Designer performs services while aware of conflicting or deviating terms of the client.

1.3 Any departure from these Terms and Conditions must be agreed in text form.

2. Subject matter and performance

2.1 The nature and scope of the services are defined in the relevant quotation, briefing, record of meeting or project agreement. No additional services are owed. Requests for changes or extensions after the project has begun constitute additional services and shall be charged separately.

2.2 Only the agreed communication design services are owed. These may include, in particular, the development and design of brand identities, corporate design systems, campaign concepts, key visuals, layouts, editorial designs, final artwork, production data, infographics, illustrations, presentations, packaging, advertising materials, social media assets, templates, motion designs, screen designs, design systems and other analogue or digital communication materials.

2.3 Deliverables shall be supplied in a form enabling the contractually intended use or production of the agreed communication materials. The delivery of open, editable or modifiable working files is not normally owed.

2.4 The following shall be charged separately: (1) copywriting, editorial work, translation, proofreading and other text services; (2) photography, video, audio, animation and other content production; (3) technical implementation, programming, deployment, publication or ongoing support of digital applications; (4) print handling, production supervision, tendering and obtaining or reviewing third-party quotations; (5) media planning, media booking, community management and ongoing content support; (6) legal, data protection, competition, trademark or other regulatory review; (7) accessibility review, auditing or certification; (8) review, documentation or compliance assessment relating to AI-assisted tools or systems; (9) ongoing maintenance, updating, adaptation or further development of completed services; and (10) the acquisition of third-party licences and clearance of third-party materials.

2.5 No more than two revision rounds are included for each design, development or production stage that is ready for acceptance. The client shall consolidate its change requests.

2.6 Where the Designer records briefings, meetings or other coordination in written minutes, objections must be communicated in text form without undue delay and no later than five working days after receipt. If no timely objection is made, the minutes shall form the basis for further performance.

2.7 The client shall review and approve submitted drafts, interim results, concepts, prototypes, texts, content, approval versions and other deliverables within a reasonable period specified by the Designer.

2.8 Delays, additional work and other disadvantages caused by late, incomplete or omitted cooperation by the client shall not be borne by the Designer. Agreed production and delivery periods shall be extended by the period of the impediment plus a reasonable restart period.

2.9 The client warrants that all content, data, templates and materials supplied by it are free of third-party rights or may be used to the required extent, and is responsible for their legality.

3. Fees

3.1 Unless expressly agreed otherwise, all services provided by Lilli Messina | LIME Design are chargeable. The fee specified in the quotation, briefing, meeting record or project agreement shall apply. If no fee has been agreed, a reasonable and customary fee appropriate to the nature, scope and use of the design service shall be payable. The collective remuneration agreement for design services (VTV Design), in the version applicable when the contract is concluded, may be used as guidance in determining that fee.

3.2 A commission involving the design of an artefact normally also entails the granting of rights of use. Unless otherwise agreed, the fee comprises the design fee and the fee for the agreed scope of use. The utilisation factor set out in VTV Design is multiplied by the design fee; the more restricted the use, the lower the factor. Any further use requires express consent and additional payment.

Use criterion	Level 1	Level 2	Level 3	Level 4
Group of users	non-exclusive 0.2	exclusive 1	-	-
Territory	regional 0.1	national / D-A-CH 0.3	Europe 1	worldwide 2.5
Duration	1 year 0.1	5 years 0.3	10 years 0.5	unlimited 1.5
Extent	limited 0.1	medium 0.3	large 0.7	extensive 1

3.3 If the Designer presents several drafts, concepts, variants, development stages or design versions, rights of use are granted only in the deliverables expressly selected and approved for use. No rights are granted in unselected drafts or interim versions.

3.4 Additional services and services beyond the agreed scope shall be charged separately. This includes later changes or extensions, additional revision rounds, extra work caused by changed instructions, further coordination, training, production support and work necessitated by delayed or insufficient cooperation by the client.

3.5 Proposals, briefings, instructions, approvals, requests for changes or other contributions by the client or its personnel shall not reduce the fee.

3.6 If performance is delayed for reasons attributable to the client, the Designer may request a reasonable adjustment of the fee. Further statutory claims remain unaffected.

3.7 All fees are net amounts and are subject to any VAT required by law.

3.8 The Designer may issue interim invoices for self-contained parts of the services.

4. Payment and acceptance

4.1 Unless otherwise agreed, 30% of the fee is due upon commissioning, a further 30% upon presentation or provision of an agreed interim stage or the final deliverables, and the remaining 40% upon acceptance.

4.2 Following delivery, the client shall inspect and accept services that comply with the contract within a reasonable period. Acceptance may not be refused for immaterial defects.

4.3 On completion, the Designer may set a reasonable deadline for acceptance. If the client neither accepts the work nor refuses acceptance in text form while identifying at least one defect within that period, the work shall be deemed accepted. For consumers, this applies only if the Designer advised the client of this consequence in text form together with the request for acceptance.

4.4 Design and artistic decisions made within the agreed parameters and the Designer's legitimate creative discretion do not in themselves constitute defects and do not justify refusal of acceptance.

4.5 Invoices are payable without deduction within 14 days of receipt. In transactions not involving a consumer, late payment entitles the Designer to the statutory fixed charge of EUR 40.00 and default interest of nine percentage points above the applicable base rate; where a consumer is involved, default interest is five percentage points above the applicable base rate. The right to claim proven additional loss remains reserved.

4.6 The client may exercise a right of retention only on the basis of direct counterclaims arising from the specific contractual relationship, provided they have been set out comprehensibly at least in text form.

4.7 Until all due fees have been paid in full, the Designer may suspend further performance after notifying the client of the outstanding payment and allowing a reasonable grace period.

5. Rights of use, protection and confidentiality

5.1 The client is granted the rights of use in the agreed deliverables that are necessary for the contractually agreed purpose. Unless otherwise agreed, only a non-exclusive, non-transferable right of use is granted in case of doubt.

5.2 Rights of use pass to the client only after full payment of the agreed fees.

5.3 Proposals, briefings, supplied copy, approvals, change requests, corrections, reference examples, brand, campaign or production specifications and other contributions by the client or its personnel do not, without an express agreement in text form, create copyright, joint authorship, related rights, ownership or other rights in the deliverables. This applies in particular where such contributions serve to specify, review or revise the commissioned services.

5.4 The permitted scope of use is determined by the contract, especially its content, type of use, territory, duration and group of users. Any use beyond that scope - including modification, redesign, disclosure to third parties, repeated exploitation or use in additional media, markets, countries, products or platforms - requires prior consent in text form and additional payment.

5.5 Any full or partial transfer of rights of use or grant of sublicences to third parties requires prior consent in text form unless expressly agreed otherwise.

5.6 Use outside the agreed scope is prohibited and may, in particular, give rise to claims for injunctive relief, information and damages.

5.7 Unselected drafts, concepts, layouts, final artwork, production data, presentations, design grids, design systems, texts, illustrations, infographics, specifications and other preparatory work may not be used, copied, modified, disclosed or made available to third parties without express consent. This also applies where an item does not qualify for copyright protection in an individual case.

5.8 Documents, information, files and deliverables not intended for publication must be kept confidential. Where they constitute trade secrets within the meaning of the German Trade Secrets Act (GeschGehG), the client shall take appropriate protective measures and shall not obtain, use or disclose them without authorisation.

5.9 Deliverables may be altered or edited only where contractually agreed or strictly necessary for the contractually compliant use. Any further alteration requires prior consent.

5.10 Open files, editable working files, libraries, components, preliminary stages, production resources or other internal working materials shall be delivered only if and to the extent expressly agreed.

6. Designer credit

6.1 The Designer may be credited as the author of the designed work in the manner customary in the sector, insofar as this is technically possible, customary and reasonable for the client.

6.2 The place and form of the credit depend on the service and the contractual agreement. It may appear, in particular, in the legal notice, credits, project description, exhibitions, publications, social media posts or another appropriate location.

6.3 A credit in the legal notice is required only if expressly agreed. The client's statutory disclosure obligations remain unaffected.

6.4 An agreed credit may be omitted or removed only for legitimate reasons, including legal, technical, design, platform-related or production-related constraints. The parties shall then agree an appropriate

alternative form of credit.

7. Third-party services, production and expenses

7.1 Following prior consultation, the Designer may commission third-party services required for the project in the name and for the account of the client. These may include print production, typesetting and reproduction services, illustration or image licences, fonts, stock material, translation, proofreading, final-artwork support and other production or procurement services.

7.2 If, following prior consultation, contracts for necessary third-party services are entered into in the name and for the account of the Designer, the client shall indemnify the Designer internally against all payment claims arising from those contracts. The Designer may recharge such costs as soon as the third party invoices them.

7.3 Necessary incidental expenses, including print samples, shipping, travel, expenses, stock material, fonts, presentation materials and third-party production, shall be reimbursed following prior consultation.

7.4 The Designer is not required to pre-finance third-party services from personal funds.

8. Ownership of designs and data

8.1 Only rights of use are granted. Unless expressly agreed otherwise, ownership of all physical items, drafts, final artwork, data, concepts, layouts, presentations, files and other deliverables connected with the design remains with the Designer.

8.2 Data and files supplied to the client, especially open files, may be altered only within the contractually agreed scope and with the Designer's prior consent.

8.3 The Designer is not obliged to retain raw data, intermediate steps, open work-in-progress files, production resources or archive versions permanently unless expressly agreed otherwise.

9. Self-promotion and references

9.1 The Designer may use completed work for self-promotional reference purposes, including on the Designer's website, in portfolios, presentations, competitions, pitches, social media channels, exhibitions or client enquiries, unless overriding legitimate confidentiality interests prevent this.

9.2 The client shall give timely notice of special confidentiality interests. In that event, the parties shall agree an appropriate approach to reference use.

9.3 The Designer may identify the client as a reference client in the customary manner unless legitimate interests of the client prevent this.

10. Liability

10.1 Liability is unlimited for wilful misconduct and gross negligence and for culpable injury to life, body or health. Liability under the German Product Liability Act and under expressly assumed guarantees remains unaffected.

10.2 In cases of slight negligence, the Designer is liable only for breach of a material contractual duty whose performance is essential to proper implementation of the contract and on whose fulfilment the client may regularly rely. In that event, liability is limited to the foreseeable loss typical of the contract.

10.3 The Designer assumes no liability to the client for services of third parties commissioned in the client's name and for its account, unless the Designer was at fault in selecting the third party.

10.4 The client warrants that it is entitled to use all data, content and templates supplied to the Designer. If, contrary to that warranty, the client lacks such entitlement, it shall indemnify the Designer against third-party claims to the extent the client is responsible for the infringement.

10.5 The client shall review and approve submitted drafts, content, approval versions, production data and other deliverables for factual accuracy and apparent defects. The Designer is not liable for apparent errors approved by the client unless the error was fraudulently concealed or resulted from wilful misconduct or gross negligence.

10.6 The Designer does not provide legal advice. The client is generally responsible for reviewing, or arranging review of, the legal permissibility of using the services, including labelling, competition law, trademark law, data protection, platform rules, print approvals and other legal requirements. The Designer shall point out legal risks known to the Designer where they are apparent within the scope of the project.

10.7 Any exclusions or limitations of liability apply correspondingly in favour of the Designer's agents and legal representatives.

11. Early termination

11.1 The client may terminate the contract at any time before completion. In the event of termination for convenience, the Designer retains the right to the agreed remuneration, subject to credit for expenses saved, income earned by deploying the working capacity elsewhere, or income maliciously omitted.

11.2 If the client fails to provide required cooperation despite a request and a reasonable deadline, the Designer may exercise the statutory rights available, including claiming reasonable compensation and terminating pursuant to section 643 of the German Civil Code (BGB).

11.3 If the client remains in default on a due payment after a reasonable grace period, the Designer may terminate for cause where continuation of the contract is unreasonable.

11.4 On valid termination for cause, all services performed up to that point shall be paid in full. Services begun but not completed shall be paid pro rata according to the work incurred or the stage reached.

11.5 Each party's right to terminate for cause remains unaffected.

11.6 Notices of termination must at least be made in text form.

12. Data protection

12.1 The Designer processes the client's personal data insofar as necessary to initiate, perform and settle the contract. Processing is based on Article 6(1)(b) GDPR and, where applicable, compliance with legal obligations.

12.2 Where the Designer processes personal data on behalf of the client, the parties shall enter into a separate data processing agreement under Article 28 GDPR before processing begins.

12.3 A data-protection review of, or advice on, content, processes, tools or platforms used by the client is owed only if expressly agreed.

12.4 The client is responsible for the data-protection compliance of integrating third-party services, particularly analytics, tracking, marketing or media services. This includes obtaining any consent required under section 25 TDDDG and Article 6 GDPR.

12.5 Further information on data processing, particularly retention periods, data-subject rights and contact options, is set out in the Designer's privacy policy as amended from time to time.

13. Final provisions

13.1 If any provision is or becomes wholly or partly invalid, the validity of the remaining provisions shall not be affected.

13.2 The place of performance is the Designer's registered place of business unless the nature of the obligation indicates otherwise.

13.3 Where the client is a merchant, a legal entity under public law or a special fund under public law, the courts at the Designer's registered place of business shall have jurisdiction over all disputes arising from the

contractual relationship. Any mandatory statutory jurisdiction remains unaffected.

13.4 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods to the extent its application may validly be excluded.

13.5 The version of these General Terms and Conditions incorporated when the contract is concluded shall apply.