

General Terms and Conditions

(in accordance with the guidelines of the Illustratoren Organisation e.V.)

1) Scope of application

These terms and conditions apply to all contracts between the illustrator and the client. Any additional agreements are only valid if they are recorded in writing. They also apply to future follow-up contracts, even if they are not explicitly referred to again.

2) Copyright protection and right of use

The illustrator's services are protected by copyright. Payment of a fee for the work alone does not grant the right to use it. Use requires a separate written agreement on the granting of rights of use. Rights of use are defined according to type (e.g., print, web, social media), scope, duration, location, and exclusivity and are agreed upon in writing.

3) Commissions

Commission confirmations or meeting protocols sent by the illustrator are binding unless the client immediately objects.

4) Payment

All activities of the illustrator—including presentations, drafts, and the final creation of the illustrations—are subject to payment, unless otherwise agreed in writing.

The payment consists of:

- a) Payment for the draft phase (e.g., layout and concept)
- b) Payment for finalization (e.g., final artwork and provision of all relevant file formats)
- c) Payment for the granting of rights of use

The claim to payment for the rights of use arises independently of the actual use. Suggestions or cooperation on the part of the client do not affect the payment.

5) Terms of payment

Payment is due upon delivery and payable without deduction. If the order extends over more than four weeks or requires advance payments of more than 50% of the total payment, partial payments of 50% shall be made after completion of the draft phase and 50% after completion and delivery of the finalization phase.

In the event of an early termination of the contract, the installment payments due up to that point shall remain valid. Otherwise, § 649 BGB (German Civil Code) shall apply. The client shall automatically be in default 14 days after delivery without the need for a reminder. Non-use of the services does not entitle the client to a reduction or refund. Offsetting is only permissible with legally established, undisputed, or recognized counterclaims.

6) Rights of use, ownership, self-promotion

Only the agreed rights of use are granted. Ownership of drafts, layouts, and the final illustrations remains with the illustrator. Any workpieces provided (e.g., drafts and models) remain the property of the illustrator and must be returned undamaged at the end of the right of ownership. In the event of loss or damage, the client is liable up to the amount of the agreed payment.

Use may only take place to the extent specified in the contract. Unless expressly agreed otherwise, simple rights of use are granted for the agreed duration, content, and territory (Germany by default). Any further use requires written consent and additional payment. Rights to the work are only transferred after full payment has been made. The illustrator is entitled to sign their works and to be named as the author. Digital works must be electronically linked to their name.

Editing or modification is only permitted if specifically agreed and separately compensated. The illustrator is not obligated to retain or release work files, source codes, or data unless otherwise agreed in writing. In the event of a violation of usage, editing, or copyright attribution rights, the illustrator may demand a contractual penalty of up to three times the basic payment. Further claims for damages remain unaffected. The illustrator may use all services rendered without restriction for self-promotion, unless otherwise agreed in writing.

7) Special services, additional costs, and travel expenses

Any further changes, additional drafts, final illustrations, or additional services (e.g., manuscript review, couriers, reproductions, data carriers) will be charged according to time and expense. The hourly rate is based on the recommendations of the Illustratoren Organisation e. V. (I.O.). If special services or incidental costs are specified in the order confirmation, the payment specified therein shall apply.

If the contract is not executed for reasons for which the illustrator is not responsible, the payments and incidental costs that have been incurred up to that point shall be paid.

8) Cooperation of the client

The client shall provide all necessary information and data in a timely manner and in common formats and warrants that he has the necessary rights to do so. He shall inform the illustrator of all relevant circumstances without being asked. If he fails to cooperate, the illustrator may demand reasonable compensation. Development stages that are jointly agreed upon must be fulfilled by the client in a timely manner.

9) Delivery, delivery time

Delivery dates are only valid if all obligations to cooperate have been fulfilled and all necessary documents have been provided in good time. Fixed-date contracts are not concluded. In the event of force majeure, labor disputes, illness, or other unforeseeable events, the delivery period shall be extended appropriately. The illustrator shall inform the client of any delays. If the order is delayed through the fault of the client, the illustrator may demand compensation or an increase in payment.

10) Transfer of risk

Delivery shall generally take place at the illustrator's place of business. If the client requests a different delivery, this shall be at their expense and risk. The risk shall pass to the client upon handover to the carrier or upon receipt by the client.

11) Warranty for defects, liability

The illustrator has artistic freedom. Differences in taste do not constitute a defect. Color differences between screen and print representation are due to technical reasons and do not constitute a defect. Defects must be reported immediately upon receipt. In the case of justified defects, rectification shall be attempted first. If this fails after two attempts, the client may reduce the price or withdraw from the contract.

The warranty period is 12 months from the transfer of risk. Liability shall only apply in cases of intent or gross negligence, excluding damage to life, limb, or health, as well as breaches of essential contractual obligations. The illustrator shall only be liable for third-party services in cases of negligent selection. The client shall check the legal admissibility of use. If legal violations are based on specifications or templates provided by the client, the client shall be solely liable and shall indemnify the illustrator against claims by third parties.

12) Samples

The illustrator shall receive at least one flawless, unfolded sample copy of all reproduced works free of charge, which he may use for his own advertising purposes.

13) Place of performance, place of jurisdiction, applicable law

The place of performance and, to the extent permitted by law, the exclusive place of jurisdiction is the illustrator's place of business. The law of the Federal Republic of Germany applies exclusively.

14) Final provisions

Any changes and additions must be made in writing. This also applies to changes to this written form requirement.

Should individual terms be invalid or incomplete, the rest of the contract remains valid.

The invalid term shall be replaced by a term that comes closest to the economic purpose of both parties.