

Additional Provisions

Consumers

When the client is a consumer, the following applies in deviation from:

- a. Art. 7.2: The client retains the right to suspension;
- b. Art. 7.4: Extrajudicial collection costs are only due after the designer has first sent a reminder following the expiration of the first payment term, with a second payment term of 14 days, in which the statutory maximum permitted compensation for collection costs is stated, as determined in and calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs, with a minimum of € 40.
- c. Art. 8.2: In the event of termination by the client for a reason not attributable to a breach of contract by the designer, the fee and incurred costs are due, but no compensation is due to the designer.
- d. Art. 13.7: If no arbitration has been agreed upon, only the court designated by law has jurisdiction.

Art. 2.4 Permits, etc.

The parties agree, where applicable and notwithstanding Art. 2.4 sub a, that the designer is responsible for applying for the environmental permits required for the execution of the agreed works and for assessing whether the client's instructions comply with the applicable Building Decree.

Art. 5.1 Use of the Result

Notwithstanding Art. 5.1, the following applies:

- a. An exclusive license is granted only for the Final Design as a whole. This shall not be used by the designer for the benefit of third parties without additional agreements. This does not apply to the underlying concept and to the individual components; the designer may use these freely, separately and in combination, as long as this does not correspond in the result to the overall impression of the Final Design.
- b. If the design is ultimately not executed, the designer is free to use it, in whole or in part, for the benefit of third parties after the termination of the assignment.

Art. 5.6 Promotional Material

In addition to Art. 5.6, the Client shall make (visual) material available, or reasonably cooperate in the creation of (visual) material, which the Designer may use for their own promotion and publicity pursuant to this provision.

Art. 13.7 Arbitration

In addition to Art. 13.7, the parties agree that disputes arising from the agreement shall be settled by arbitration, to the exclusion of the ordinary courts, in accordance with the Arbitration Rules of the Council of Arbitration for the Construction Industry, as they read on the day the dispute is brought before the arbitration court. Notwithstanding the preceding sentence, a party is free to bring a dispute falling within the jurisdiction of the District Court, Cantonal Sector, before it.