

HATRIX WEB & GRAFIKDESIGN

General Terms and Conditions

Mittelstand & Enterprise IT/Design Clauses (B2B & B2C)

Contracting Party:

Marko Sobloher, Hatrix Web & Grafikdesign
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Fully compliant with the German Civil Code (BGB §§ 305-310), UrhG, GDPR, TDDDG, and the Digital Services Act (DSA)

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1. Scope and General Provisions

- (1) These General Terms and Conditions (hereinafter referred to as "T&C") apply to all current and future business relationships, contracts, deliveries, and other services provided by Marko Sobloher, trading as "Hatrix Web & Grafikdesign" (hereinafter referred to as the "Provider"), and his clients.
- (2) The Provider's services are directed at both consumers (§ 13 BGB) and entrepreneurs (§ 14 BGB), legal entities under public law, and special funds under public law (hereinafter collectively referred to as the "Client").
- (3) Any deviating, conflicting, or supplementary general terms and conditions of the Client shall not become part of the contract, even if known, unless the Provider expressly agrees to their validity in writing.

2. Contracting Parties

- (1) The contracting party for all contractual agreements is: Marko Sobloher, Hatrix Web & Grafikdesign, Oberhaldenweg 16-1, 72793 Pfullingen, Germany. Phone: 07121 7532513, E-mail: info@hatrix.de.
- (2) Insofar as the Provider acts as an agent to broker contracts between the Client and third parties (e.g., domain registrars, SSL certification authorities, or payment providers), the contract is concluded directly between the Client and the respective third-party provider.

3. Conclusion of Contract

- (1) All offers made by the Provider, whether on the website (<https://hatrix.de>), in brochures, or via email, are subject to change and non-binding, unless they are explicitly marked as binding.
- (2) The ordering or commissioning by the Client (via email, online form, or in writing) constitutes a binding offer to conclude a contract. The contract enters into force only upon written confirmation of the order by the Provider or by the actual commencement of the service performance.
- (3) Offers and cost estimates provided by the Provider lose their validity after 14 days from the date of issuance, unless an alternative validity period has been agreed upon.

4. Scope of Services

- (1) The exact scope of services is conclusively defined in the individual offer or order confirmation. The Provider renders services in the fields of web design, agile web development, WordPress websites, graphic design, logo design, corporate identity, print design, hosting, technical maintenance, SEO optimization, implementation of AI Chat plugins, development of web calculators, IT support, and server administration.
- (2) The Provider is entitled to utilize qualified third parties (subcontractors) to fulfill contractually owed services. The selection and supervision of these agents remain the sole responsibility of the Provider.

5. Client Cooperation Obligations

- (1) The Client is obliged to support the Provider to the best of their ability. In particular, the Client must provide all documents, texts, data, images, logos, and access credentials (FTP, CMS, web hosting control panel) in a timely, complete, and standard digital format.
- (2) The Client warrants that they possess all necessary rights (copyrights, trademarks, personality rights) to the materials provided. The Client completely indemnifies the Provider internally against all third-party claims arising from the infringement of such rights.

6. Project Workflow

- (1) Web design and development projects proceed in structured phases (conception, design, technical execution, testing). The Provider submits layouts to the Client for review and approval after the completion of each phase.
- (2) The Client must review and approve drafts within 5 business days. If the Client does not report any defects in text form within this period, the draft shall be deemed approved, and the project moves to the next phase.

7. Change Requests

- (1) Any requests for modifications or extensions after the approval of a draft or during current implementation (Change Requests) must be submitted in text form.
- (2) The Provider will estimate the additional effort and submit a supplementary offer. Additional work will be billed based on the current hourly rate of the Provider.

8. Acceptance and Notice of Defects

- (1) For contracts for work (e.g., completed websites, logo design), the Client is obliged to perform a formal acceptance after completion and preparation of the work in a test environment. Minor defects do not entitle the Client to refuse acceptance.
- (2) Acceptance must be declared in text form. It shall be deemed to have occurred (pursuant to the fiction of acceptance under § 640 para. 2 of the German BGB) if the Client uses the work productively or does not object within 7 business days after delivery with specific significant defects.

9. Delivery Periods

- (1) All delivery and completion dates stated by the Provider are non-binding target dates, unless they are explicitly agreed upon in writing as fixed deadlines in the order confirmation.
- (2) Compliance with deadlines assumes that the Client has fully and timely met all cooperation obligations. Otherwise, the deadlines shall be automatically extended by the period of the Client's delay plus a reasonable restart time.

10. Remuneration

- (1) The prices and remuneration rates stated in the individual offer of the Provider apply. All prices are net amounts in Euro, to which the applicable statutory value-added tax (VAT) will be added.
- (2) For ongoing service agreements (e.g., hosting, maintenance), the Provider is entitled to adjust the remuneration with a notice period of 6 weeks before the end of an invoicing period due to general cost increases.

11. Payment Terms and Electronic Invoicing

- (1) Invoices are issued exclusively in electronic format (as a PDF document via email). The Client explicitly consents to this form of electronic invoicing.
- (2) The Provider is entitled to demand milestone payments: 30% of the total amount as a deposit upon ordering, 40% upon completion of the design phase or preparation of the development environment, and the remaining 30% after final project acceptance.
- (3) All invoice amounts are due for payment within 10 days from the receipt of the invoice without any deductions.

12. Default of Payment

- (1) The Client automatically enters into default of payment after the expiration of the 10-day payment term, without the necessity of a separate reminder.

(2) If the Client is an entrepreneur (§ 14 BGB), the default interest rate is 9 percentage points above the applicable base rate of the European Central Bank per annum. If the Client is a consumer (§ 13 BGB), the interest rate is 5 percentage points above the base rate.

(3) In the event of default, the Provider has an immediate right to suspend performance. After prior notice in text form, the Provider may halt project work, suspend maintenance, or block access to hosted websites until the full debt is cleared.

13. Retention of Title

(1) All delivered physical items as well as all digital results of work, designs, graphics, code, and source code remain the unencumbered property of the Provider until ****full, unconditional, and final payment**** of all claims from the contractual relationship.

14. Copyright

(1) All drafts, graphics, logos, website layouts, source codes, and architectures created by the Provider are protected as copyrighted works under the German Copyright Act (UrhG). The provisions of the UrhG apply even if a specific work does not reach the statutory minimum level of creativity (Schöpfungshöhe).

(2) The works of the Provider may not be modified, processed, or altered without explicit written consent. Any imitation or copying, even of parts of the work, is strictly prohibited.

15. Usage Rights

(1) The Provider grants the Client the necessary usage rights on finally approved and paid works for the purpose specified in the contract. This assignment of usage rights takes place under a condition precedent and enters into force explicitly ****only after the complete payment**** of the total agreed fee.

(2) Unless explicitly stated otherwise in the offer, the Client acquires solely a ****simple (non-exclusive), temporally and spatially unrestricted right of use**** for their own business operations. The Client is not permitted to transfer rights to third parties, sell them, rent them, or grant sublicenses without prior written approval.

16. Source Files (PSD, AI, Figma)

(1) The performance obligation of the Provider encompasses the delivery of the finished work product in a functional, exported, or compiled format (e.g., deployed WordPress theme, exported image .png/.jpg, print-ready PDF). The transfer of open source files, raw data, and native project files (e.g., Photoshop [.PSD], Illustrator [.AI], Figma files, uncompiled code) is standardly ****not**** included in the scope of services.

(2) If the Client desires the transfer of source files, this must be explicitly agreed upon in advance and additionally remunerated in the form of a special license fee to the Provider.

17. Domains

(1) Insofar as the Provider handles the registration or transfer of internet domains for the Client, he acts solely as an intermediary between the Client and the responsible domain registry (e.g., DENIC for .de domains). The Client will be registered as the sole domain owner.

(2) The Provider assumes no liability that the desired domains are free from third-party rights (trademarks, names). The legal check of the domain name is the sole obligation of the Client.

18. Hosting

(1) If the Provider provides server hosting services, he allocates storage space on a server infrastructure. The Provider guarantees a server availability of 99% on an annual average, excluding planned maintenance work and interruptions outside the sphere of influence of the Provider.

(2) The Provider is not liable for server crashes, connection interruptions, or data loss caused by force majeure, fault of the Client, or disruptions at global CDN services (e.g., Cloudflare).

(3) The Provider is entitled to temporarily block or restrict access to the server if acute security risks (e.g., a DDoS attack or compromise of the Client's page) jeopardize the infrastructure of the Provider or other clients.

19. Maintenance Agreements

(1) The subject of a technical maintenance agreement is the ongoing technical verification and care of the Client's website (primarily the installation of WordPress core updates, plugin updates, and monitoring of PHP compatibility) at agreed intervals.

(2) Maintenance does not include content modifications on the website, redesigns, SEO optimizations, or the free remediation of errors caused by improper subsequent interventions by the Client. Such work is billed separately based on time spent.

20. Support

(1) IT support, software installations, computer repairs, network setups, and server administrations are rendered by the Provider to the best of his knowledge and belief as pure services (§ 611 BGB). A specific technical or economic success is not part of the contract.

(2) Support requests are processed within the regular business hours of the Provider (Monday to Friday, excluding public holidays). Agreeing on fixed reaction times or emergency hotlines requires a separate Service Level Agreement (SLA).

21. Backup

(1) Unless the Provider has been explicitly, detailedly, and in writing commissioned with the regular creation and verification of backups within hosting or maintenance agreements, the responsibility for data backup lies exclusively with the Client.

(2) The Client is in any case obliged to perform a full and functional backup of their systems and data on an external medium prior to the start of any work by the Provider.

22. Open Source Software

(1) The Provider utilizes open source software (primarily the CMS WordPress as well as free plugins and libraries) when creating websites. The license conditions of the respective open source components (e.g., GNU General Public License - GPL) have priority in application.

(2) The Provider assumes no liability for errors, security vulnerabilities, function restrictions, or sudden incompatibilities within the open source software that arise from its source code or through future updates of the open source community.

23. Third-Party Software

(1) If the realization of the project requires the use of commercial software licenses, themes, plugins, or fonts from third-party providers, the Client is obliged to bear these licensing fees completely, including recurring monthly or annual costs.

(2) The license agreement for the use of third-party software is concluded directly between the Client and the respective software manufacturer, and the Client agrees to strictly adhere to their license conditions.

24. Browser Compatibility

(1) The Provider optimizes websites for the versions of the desktop browsers Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Edge, as well as common mobile browsers under iOS and Android, which are current and most widely used at the time of formal acceptance.

(2) Full compatibility with outdated browser versions, exotic browsers, or future browser releases introducing fundamental changes to web standards is not owed.

25. SEO Services

- (1) If the Provider performs services in the field of search engine optimization (SEO), he guarantees the professional execution of the agreed on-page and/or off-page measures in accordance with the state of the art.
- (2) The Provider explicitly assumes no guarantee for achieving a specific organic position (Ranking) or a specific search volume on Google or other search engines, as search engine algorithms depend on secret changes outside the Provider's control.

26. AI-Powered Services

- (1) If the Provider implements AI-powered tools (e.g., an AI Chat Plugin) for the Client, the functionality of this plugin depends on connecting with external programming interfaces (APIs) of third parties (e.g., OpenAI LLM models). The availability depends on the availability of the third-party provider itself.
- (2) The Provider assumes no responsibility for the accuracy, legality, quality, or suitability of the content, texts, or outputs that the artificial intelligence generates autonomously. The Client bears the sole risk of utilizing such modules and must verify AI outputs.

27. Content Responsibility

- (1) The Client bears sole legal responsibility for the legality of the content, designs, logos, domains, and functionalities created by the Provider (particularly regarding competition, trademark, copyright, and data protection laws). No legal check is carried out by the Provider; the Provider does not provide legal advice.
- (2) The Provider is not liable for the accuracy, completeness, or legality of data, texts, templates, or image materials provided by the Client.

28. Limitation of Liability

- (1) The Provider is liable without limitation for damages arising from injury to life, body, or health based on an intentional or negligent breach of duty by the Provider or his agents, as well as for other damages caused by intent or gross negligence.
- (2) For slight negligence, the Provider is liable only in the event of a breach of an essential contractual obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the Client may regularly rely (Cardinal Obligation). In this case, the liability of the Provider is limited to the typical, foreseeable damage at the time of contract conclusion. In all other cases, liability for slight negligence is excluded.

29. Force Majeure

- (1) The Provider is not liable for delays, performance restrictions, or the impossibility of performance if they are caused by events of force majeure outside the control of the Provider. Force majeure includes natural disasters, military conflicts, pandemics, general strikes, official bans, third-party sabotage, and major interruptions of telecommunication and energy networks.
- (2) In these cases, delivery and project deadlines are automatically extended by the duration of the hindrance plus a reasonable restart time. If the hindrance lasts longer than 8 weeks, both parties are entitled to terminate the contract for good cause.

30. Data Protection (GDPR)

- (1) The contracting parties commit to complying with all provisions of data protection law, particularly the General Data Protection Regulation (GDPR/DSGVO) and the German TDDDG.

(2) Insofar as the Provider may come into contact with personal data of the Client or their end users within the scope of services (e.g., during server hosting, server administration, or WordPress maintenance), the parties will conclude a Data Processing Agreement (DPA) in accordance with the requirements of Article 28 GDPR before processing begins.

31. Confidentiality

(1) Both contracting parties commit to keeping all information, business and trade secrets, and technical data of the other party made accessible during cooperation and marked as confidential in strict secrecy, and shall not make them accessible to third parties.

(2) This obligation to maintain confidentiality remains in effect unconditionally after the termination of the contractual relationship for a period of 5 years.

32. Reference and Promotion

(1) The Provider is entitled to use the works created for the Client (e.g., screenshots of the live website, graphic design excerpts, logos) for self-promotion as a reference on his own website (<https://hatrix.de>), on social media channels, or in analog print portfolios, stating the name and visual representation of the Client.

(2) The Client can object to this use of reference promotion at any time. The objection must be submitted in text form (e.g., via email) and must be based on an important, objectively justified reason.

33. Prohibition of Unlawful Content

(1) The Client is strictly prohibited from storing, publishing, or distributing content via the server infrastructures, hosting platforms, storage spaces, or software solutions provided by the Provider that violates applicable German or European laws (particularly the EU Digital Services Act [DSA]), official bans, or the rights of third parties.

(2) Specifically, hosting, uploading, or linking to content inciting racial or public hatred, glorifying violence, insulting or pornographic content, illegal pirated copies, illegal streaming offers, malicious software (viruses, trojans, ransomware), and phishing pages is prohibited.

(3) In the case of justified suspicion of a breach or based on official and judicial orders, the Provider is entitled to block or delete the affected content immediately and without prior notice, or completely suspend the Client's server access. The Provider's claim to remuneration remains unaffected. The Client completely indemnifies the Provider against all damages and third-party claims arising from unlawful content of the Client.

34. Termination and Contract Terms

(1) Contracts for continuous obligations (e.g., hosting contracts, regular maintenance, and support agreements) have an initial term of 12 months, unless agreed otherwise in the individual contract. They automatically extend by a further 12 months unless terminated in text form with a notice period of 1 month before the expiration of the respective contract period.

(2) The right to extraordinary and immediate termination for good cause (§ 314 BGB) remains unaffected for both contracting parties. A good cause for the Provider exists particularly if the Client defaults on the payment of deposits or invoices for more than two months, or persistently violates cooperation obligations or the prohibition of unlawful content.

35. Right of Withdrawal

(1) If the Client is a consumer within the meaning of § 13 BGB and concludes the contract with the Provider via distance communication (e.g., exclusively via email, phone, or online forms), they are entitled to a statutory 14-day right of withdrawal. A detailed withdrawal policy along with a model withdrawal form will be transmitted to the Client separately in text form before contract conclusion.

(2) For contracts for services or work, the statutory right of withdrawal expires prematurely if the Provider has fully performed the service at the explicit request of the Client before the expiration of the 14-day withdrawal period, and the Client confirmed prior to the start of execution their knowledge that they lose their right of withdrawal upon full contract performance.

36. Final Provisions

- (1) All amendments, supplements, or the cancellation of contractual agreements between the parties require text form to be legally valid. This explicitly applies also to the modification or cancellation of this text form clause itself.
- (2) The contracting parties agree that electronic communication (particularly the exchange of documents and declarations of intent via email) fully satisfies the contractual requirements for text form.

37. Severability Clause

- (1) Should individual provisions of these T&C or the underlying contract be or become fully or partially invalid, void, or unenforceable, the validity of the remaining contract provisions shall not be affected.
- (2) Instead of the invalid, void, or unenforceable provision, the legally permissible regulation that comes closest to the economic and legal purpose of the invalid or unenforceable clause shall automatically be deemed agreed. The same applies to filling any contractual gaps.

38. Place of Jurisdiction

- (1) Provided the Client is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the parties agree on the place of business of the Provider as the exclusive place of jurisdiction for all disputes arising from or in connection with this contract (responsible Local Court is Reutlingen, responsible Regional Court is Tübingen).

39. Governing Law

- (1) All legal relations and contracts between the Provider and the Client shall be governed exclusively by the laws of the Federal Republic of Germany, to the express exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) For consumers (§ 13 BGB), this choice of law applies only insofar as the consumer is not thereby deprived of the protection afforded to them by the mandatory provisions of the law of the state in which the consumer has their habitual residence.

40. Amendments to T&C

- (1) The Provider reserves the right to adapt or amend these T&C with effect for the future if this becomes necessary due to changes in legislation, modifications in supreme court jurisprudence, or significant shifts in economic market conditions.
- (2) Planned amendments will be communicated to the Client in text form (via email) at least 6 weeks before their intended entry into force. If the Client does not object to the amended conditions in writing or in text form within 6 weeks of receiving the notification, the new T&C shall be deemed approved and accepted by the Client. The Provider will explicitly alert the Client to the significance of this 6-week objection period in the amendment notification.

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