



General Terms and Conditions (GTC)

Käfer Design

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Preamble

These General Terms and Conditions (GTC) govern the business relationship between Käfer Design, owned by Viktor Käfer (hereinafter referred to as the “Contractor”), and clients in the field of 3D visualization, rendering, and related design services. They are intended to ensure a transparent and fair collaboration by clearly defining the creative services of the Contractor and the responsibilities of the Client.

§ 1 Scope of Application

1. These GTC apply to all agreements between Käfer Design and the Client regarding the creation of 3D visualizations and related services.
2. Any differing terms of the Client will not apply unless explicitly agreed to in writing by the Contractor.
3. These terms apply to both business clients and consumers, unless expressly stated otherwise.

§ 2 Scope of Services

1. The Contractor provides 3D visualizations based on the Client’s design and technical specifications.
2. The work is considered a creative service, not a production of a physical or legally defect-free product. No guarantee is made for subjective impressions or emotional effects.
3. The basis of the contract is the individual offer, which specifies all essential features and pricing. Any changes or additions must be made in writing.
4. The Contractor offers, among others, the following services:
 - Photorealistic 3D visualizations and renderings
 - Product and architectural visualizations
 - Animations and virtual room concepts
 - On-site measurements (e.g. taking building or room dimensions)
 - Consulting and concept development
 - File and data preparation (e.g. CAD models, plans, floor layouts)

- Post-processing and adjustment of existing visualizations

These additional services are charged separately unless they are explicitly included in the main offer.

§ 3 Offers and Conclusion of Contract

1. All offers made by the Contractor are non-binding and subject to change.
2. A contract is concluded once the Client confirms the offer in writing (email confirmation is sufficient).
3. Oral or telephone agreements are only binding if confirmed in writing.

§ 4 Prices and Payment Terms

1. Käfer Design operates under the German Small Business Regulation (§19 UStG). Therefore, prices do not include or display VAT.
2. All prices stated are final prices.
3. Payments are due within 14 days after the invoice date without any deductions, unless otherwise agreed.
4. For larger projects, the Contractor may require partial payments (e.g. 30% upon order placement, 70% upon delivery).
5. Additional services, such as on-site measurements or consultations, are billed based on time spent or as agreed flat rates.
6. Travel expenses are billed separately according to distance or time spent. For extensive additional work, the Contractor may request a reasonable prepayment.
7. In case of payment delay, statutory default interest rates (§288 German Civil Code) apply.

§ 5 Client's Obligations

1. The Client shall provide all necessary information, materials, and data required to perform the services in a timely, complete, and suitable manner.
2. For on-site appointments, the Client must ensure access to the relevant premises and provide a safe working environment.
3. The Contractor is not liable for delays or quality issues resulting from incomplete, incorrect, or late information or materials provided by the Client.

§ 6 Delivery and Acceptance

1. Delivery dates are agreed individually.
2. The Contractor may provide partial deliveries.
3. After final delivery, the Client must review the work immediately and report any defects within 7 days. If no complaint is made, the work is deemed accepted.

§ 7 Usage Rights

1. The Client receives a simple, non-transferable right to use the 3D visualizations for the agreed purpose.
2. Any further use, especially reproduction, modification, distribution, or public display—requires the prior written consent of the Contractor.
3. The Contractor remains the copyright holder of all works.

4. Upon request, the Client may obtain an extended license (e.g. for commercial multiple use) for an additional fee.
5. The Contractor may use the created works for self-promotion (e.g. portfolio, website, social media) unless the Client explicitly objects in writing.

§ 8 Liability

1. The Contractor is only liable for damages caused intentionally or through gross negligence.
2. In cases of slight negligence, liability is limited to the breach of essential contractual obligations (cardinal duties) and restricted to foreseeable, typical damages.
3. The Contractor is not liable for data loss if the damage could have been avoided through regular data backup.
4. For on-site measurement work, the Contractor accepts no liability for construction errors or conditions outside his control.
5. The Contractor is not liable for delays or non-performance caused by force majeure (e.g. natural disasters, power outages, technical failures).

§ 9 Withdrawal and Cancellation

1. The Client may terminate the contract at any time. In this case, the Contractor is entitled to charge for the services provided up to that point.
2. If work has already started, the Contractor is entitled to charge at least 50% of the agreed fee.
3. For on-site appointments canceled less than 24 hours in advance, a cancellation fee of 50% of the agreed rate may apply.

§ 10 Final Provisions

1. German law applies to all contracts.
2. The place of jurisdiction is the Contractor's registered office, provided the Client is a business customer or has no general jurisdiction within Germany.
3. Should any provision of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.

Last updated: November 2, 2025