

Specific Purchasing Conditions for Agencies (SPC Agencies)

1. Scope of application

The following Specific Purchasing Conditions (SPC Agencies) supplement the General Terms and Conditions of Purchase of ista SE or ista Customer Service GmbH (hereinafter referred to as "ista") and apply to all services provided to ista by the agency in the category of marketing, communication and design. Any General Terms and Conditions of the agency deviating herefrom shall not apply.

2. Performance of services

The written briefing and/or the inquiry documents of ista and the agency's resulting offer are the basis on which services are performed. All commissions must be issued in writing in the form of an SAP order that describes the services to be performed in detail.

3. Scope and design

The agency hereby undertakes to use the ista corporate design and corporate identity for all of its work.

4. Commissioning subcontractors

If the agency commissions third parties to perform its services, this is permitted only with the prior written approval of ista. Costs and rebates for commissioning third parties must always be disclosed and must be charged to ista without any further surcharges. Before services are assigned to third-party providers, it must be determined whether conditions from ista framework agreement partners can be used.

5. Supplements to the order

Additional expenses due to changes in services beyond the scope of the original commission shall be compensated only if they are submitted in the form of an offer and confirmed by ista in at least text form.

Documents, information and other documentation provided by ista may not be transmitted and/or duplicated without the prior written approval of ista.

6. Ancillary costs and travel expenses

Ancillary costs related to consulting, planning and implementation (office costs including administration and IT, costs for telecommunication, shipping, printing, etc.) are already included in the price and cannot be charged separately. Other regulations shall explicitly be recorded in writing. Travel expenses are compensated by ista only with written approval. Compensation is based on the ista General Condition for Billing Travel Expenses of Contractors

Last updated: 11/11/2022

Procurement of Indirect Materials and Services

7. Rights of use

ista shall obtain comprehensive rights of use and exploitation, including the right to make changes to all work completed by the agency, without temporal or spatial restrictions. The agency hereby undertakes to transfer the rights. If third parties are used (subcontractors), the agency shall obtain the rights of use and exploitation to the same extent and shall transfer these to ista without restrictions.

The regulation on rights of use applies to all media. If additional fees are charged for the use of services, then the agency shall explicitly indicate these and list the relevant costs.

The agency shall ensure that the rights of use for using visual materials are sufficient to cover use of the image. The type of use must be indicated explicitly and documented on the invoice.

8. Documentation and work results

The agency shall store all work results for a period of three years, and shall provide these to ista upon request during this time free of charge. All work results, such as for instance raw data, source data, print templates, etc. shall be provided to ista after completion in an open and editable format (Adobe Photoshop, Adobe Indesign, etc.).

9. Liability and guarantee

The risk, in particular of the legality of advertising measures, shall be borne by the agency. This applies specifically to measures that violate copyright law or competition law regulations.
