

Preamble

Hahnemühle FineArt GmbH ("Hahnemühle"), headquartered in Dassel, Germany, manufactures and sells digital artist papers for photography, digital art, and art reproductions, among other products and operates the MAR 2.0 platform, a digital ecosystem that enables verified artists to present, authenticate, and distribute their artworks as fine-art prints in limited or unique editions and, where applicable, in NFT format.

Through this platform, artists can offer selected artworks for sale, while certified print studios registered under the Certified Studio Platinum Program and are a part of MAR 2.0 are entrusted with the on-demand production of these works once a buyer has placed an order. Production is carried out strictly in accordance with the artist's specifications and Hahnemühle's quality and authenticity standards.

The buyer is the one that selects one of the MAR 2.0's Hahnemühle-certified print studios holding the *Certified Studio Platinum* status located in their own country. The selection options on the platform are geographically limited to ensure that the buyer and the print studio are located within the same country.

The artist then commissions the studio selected by the buyer to produce the ordered artwork, with the order initiation occurring automatically through the MAR 2.0 platform, without any further action by the artist. This process establishes a contract for work and services (Werkvertrag) required under German law (§§ 631-650 BGB) directly between the artist and the print studio.

Hahnemühle acts as the technical and organisational intermediary within this process, providing the necessary data, Certificates of Authenticity (COA), and order documentation through the MAR 2.0 platform, but it is not a contractual party to the contract for work and services concluded between the Artist and the Print Studio.

The studio produces the print in accordance with the artist's technical specifications and applies the hologram as prescribed. To avoid transport damage and ensure quality preservation, the finished fine-art print is not shipped. The buyer therefore collects the artwork directly from the print studio.

The print studio then issues its production invoice to the artist.

As Hahnemühle administers all print-on-demand transactions and acts as the collection and payment service provider for the artist, Hahnemühle pays the print-production costs directly to the print studio after the buyer's payment has been received and the statutory cancellation period has expired.

The print studio that is a party to this agreement is one such Certified Studio Platinum with current and valid certification status.

The MAR 2.0 platform, developed and operated by Hahnemühle, is presently in its beta-testing phase, which runs until 16 March 2026.

This contract governs the cooperation, rights, and obligations of the artist and the print studio with regard to the above-described business model during the beta-testing phase and – should the artist exercise the option to extend (see Article 9.2) – beyond this period.

Article 1 – Object of the Contract; External Terms and Conditions; Gender Disclaimer

1.1 Subject Matter of the Contract

1. This contract governs the rights and obligations of the Artist and the Certified Print Studio in connection with the on-demand production of fine-art prints ordered via the MAR 2.0 platform.
2. The subject matter is the commissioning of the Print Studio with the production of fine-art prints purchased by the buyer from the Artist under the print-on-demand model. The contract constitutes a contract for work and services (Werkvertrag) within the meaning of §§ 631 ff. BGB and governs the creation of a specific work result – namely, the physical fine-art print – according to the Artist's specifications stored on the MAR 2.0 platform.
3. Upon placement of an order by the buyer and automatic transmission of that order through the MAR 2.0 platform, a contract for work is automatically concluded between the Artist and the Print Studio, without any additional declaration of intent by the Artist.
4. The Print Studio undertakes to execute production exclusively on original Hahnemühle papers in accordance with the standards applicable to *Certified Studio Platinum* status and the requirements set out in Annex 1 – Hahnemühle Excellence Programme – Phase 1.
5. Hahnemühle FineArt GmbH acts solely as the technical and organisational intermediary providing the MAR 2.0 infrastructure, data transmission, and payment handling. Hahnemühle is not a contractual party to this agreement between the Artist and the Print Studio.

1.2 External Terms and Conditions; Gender Disclaimer

1. The legal relationship between the parties with regard to all transactions in connection with this agreement is governed exclusively by this contract. Each party expressly rejects the application of the other party's general terms and conditions; such terms shall not become part of this contract, even if not expressly objected to in individual cases.
2. For reasons of readability, the masculine grammatical form used in this contract refers equally to female, male, and non-binary persons. Multiple designations are omitted in favour of linguistic simplicity.

Article 2 – Contractual Partners, Certification and Verification, Legal Relationship

2.1 Contractual Partners

1. The contractual partners to this agreement are the parties named in the contract heading.

The Artist is the natural person designated therein. If the Artist operates through a partnership under civil law (GbR) or a similar association, all partners of such a partnership shall be jointly and severally liable (*Gesamtschuldner*) for the obligations arising under this contract and shall also be joint creditors (*Gesamtgläubiger*) in respect of their rights.

2. The Print Studio is the natural or legal person specified in the contract heading.

If the Print Studio is organized as a civil-law partnership (GbR) or an open commercial partnership (oHG), all partners of such a company shall likewise be jointly and severally liable and entitled as joint creditors.

Where the Print Studio is operated as a registered commercial company, liability shall be governed by statutory law.

2.2 Registration and Verification

1. The Artist is a person duly registered on the MAR 2.0 platform operated by Hahnemühle and has been verified through an identity-verification process (video identification or equivalent) by providing a valid identity card or passport.
2. Registration on the MAR 2.0 platform constitutes a prerequisite for the Artist's ability to conclude this contract and commission print orders via the platform.
3. Both parties confirm that they hold all necessary rights and authorizations to conclude this contract and to fulfill their respective obligations under the MAR 2.0 framework.

2.3 Certification and Quality Requirements of the Print Studio

1. The Print Studio is a Hahnemühle-Certified Studio with current Certified Studio Platinum status under the *Hahnemühle Excellence Program*.
2. The quality, technical, and process-related criteria that the Print Studio must meet to obtain and maintain this certification are set out in Annex 1 - Hahnemühle Excellence Program - Phase 1, which forms an integral reference for this contract.
3. The Print Studio undertakes to maintain its certification status for the duration of this contract and to comply with all quality-assurance obligations imposed by Hahnemühle as certification body.
4. Any downgrade or withdrawal of certification constitutes a material breach of contract and entitles the Artist to terminate this agreement for cause in accordance with Article 9.3.

2.4 Legal Relationship between the Parties

1. The Print Studio produces the fine-art prints commissioned by the Artist in its own name and for its own account.
2. The production contract for the fine-art print to be created is concluded directly between the Artist and the Print Studio upon order initiation on the MAR 2.0 platform.
3. All files, data, certificates, and information required for the execution of the order are transmitted to the Print Studio by Hahnemühle acting as the Artist's vicarious agent (Erfüllungsgehilfe) within the meaning of § 278 BGB.
4. Each party acts as an independent contractor within the meaning of § 84 HGB. Nothing in this contract shall be construed as establishing an employment, partnership, agency, or corporate relationship between the Artist, Hahnemühle, and the Print Studio.
5. The Print Studio shall procure all equipment, operating resources, and personnel necessary for performance at its own expense and risk. It is responsible for its own business management, taxes, and social security obligations.

Article 3 – Object of Production and Scope of Work

3.1 Definition of the Object of Production

1. The object of production under this contract is the fine-art print of the artwork selected and purchased by the buyer on the MAR 2.0 platform, produced by the Print Studio in accordance with the Artist's specifications recorded on the platform at the time of order placement.
2. The print constitutes a unique or limited-edition work as defined by the Artist, accompanied by a Certificate of Authenticity (COA) and an individually numbered hologram supplied by Hahnemühle.
3. The Artist's specifications—including the image file, format, print dimensions, edition size, paper type, and printing method—form the binding production basis for the Print Studio's performance.

3.2 Materials and Technical Execution

1. The Print Studio shall use **only original Hahnemühle papers** and certified inks in the production of the fine-art prints.
2. The Print Studio must ensure that all technical processes, calibration settings, and color-management workflows correspond to the standards applicable to Certified Studio Platinum status.
3. The Print Studio shall document the production process in such a manner that compliance with Hahnemühle's certification standards can be verified at any time.

3.3 Certificates and Identification Features

1. Each fine-art print must bear a hologram with a unique serial number corresponding to the COA provided by Hahnemühle.

2. The Certificate of Authenticity must be affixed and completed in accordance with Hahnemühle's current guidelines.
3. The hologram and COA together serve as the definitive identifiers of authenticity and are inseparably linked to the artwork produced.
4. The Print Studio shall not reproduce, copy, or retain unused holograms or certificates for any purpose not authorized under this contract. All unused certificates and holograms will be destroyed in accordance with Hahnemühle's instructions.

3.4 Scope of Work

1. The Print Studio's scope of work includes:
 - a. receiving the digital image file and associated data transmitted through the MAR 2.0 platform;
 - b. producing the print in the specified paper, size, and color configuration defined by the artist;
 - c. applying the hologram and attaching the COA;
 - d. notifying the buyer of completion and facilitating collection; and
 - e. securely deleting all image data upon completion in accordance with Article 4.2.
2. Any supplementary services, including but not limited to framing, direct shipping, or packaging beyond the agreed production scope, shall require the express written consent of the Buyer. Neither party to this contract shall bear any liability arising from such supplementary arrangements. In such instances, the Buyer shall assume full and exclusive responsibility.
3. The Print Studio is not authorized to make changes to the image data, color profile, or print specifications unless explicitly instructed by the Artist through the platform.

3.5 Ownership and Risk

1. Ownership of the finished print passes directly from the Artist to the buyer upon the buyer's collection and full payment of the purchase price, as governed by the GTC MAR 2.0.
2. Until that moment, the produced print remains the property of the Artist.
3. The risk of loss or damage to the print during production lies with the Print Studio until handover to the buyer.

Article 4 – Obligations of the Print Studio

4.1 Use of Hahnemühle Papers

1. The Print Studio undertakes to use only original Hahnemühle papers and certified inks specified by the Artist in MAR 2.0 for all fine-art prints produced under this contract.
2. The purchase and delivery of Hahnemühle papers shall take place under separate purchase contracts between the Print Studio and authorized Hahnemühle trading partners.
3. The Print Studio must maintain sufficient paper stock to ensure that production deadlines under Article 4.5 are met.

4.2 Handling and Protection of Image Data

1. Image data provided through the MAR 2.0 platform may be used solely for execution of the specific print order.
2. The Print Studio shall implement appropriate technical and organizational measures to protect such data against unauthorized access, alteration, or loss, including adequate IT security and backup procedures.
3. After completion of each print order, the Print Studio must immediately delete the image data from its systems and confirm deletion via the MAR 2.0 platform.
4. Storage of image data in publicly accessible databases or online archives is strictly prohibited.
5. The Print Studio is encouraged to maintain appropriate cyber-insurance coverage to mitigate risks arising from data breaches or cyber-attacks.

4.3 Quality Requirements and Certified Standards

1. The Print Studio shall produce all prints in strict compliance with the technical and aesthetic criteria set out in Annex 1 - Hahnemühle Excellence Program - Phase 1.
2. Prints must be free from defects and meet the highest archival standards expected of Certified Studio Platinum status.
3. Any deviation from the artist's approved specifications is prohibited.
4. Failure to meet certified standards constitutes a material breach of contract and may result in termination pursuant to Article 9.3.

4.4 Application of Hologram and Certificate of Authenticity

1. The Print Studio shall apply the hologram sticker bearing the unique serial number provided by Hahnemühle to the reverse side of each print.
2. The corresponding Certificate of Authenticity (COA) must be completed and attached to the print in accordance with Hahnemühle's guidelines.
3. The COA and hologram are non-transferable and must not be reproduced, retained, or used for any other work.
4. Any unused, returned, or damaged certificates or holograms shall be destroyed without undue delay. Hahnemühle shall be duly notified of such destruction, which must be documented through the MAR 2.0 system.

4.5 Production and Delivery Deadlines

1. The Print Studio must complete production and prepare the print for collection within fourteen (14) calendar days of order receipt via MAR 2.0.
2. Compliance with this deadline is essential for the overall transaction process and may be monitored through the platform's tracking function.
3. Delays due to force majeure (Article 10.6) shall be promptly reported to Hahnemühle and the Artist through MAR 2.0.

4.6 Notification of Completion, Collection, and Default of Acceptance

1. After production, the Print Studio shall promptly notify the buyer of completion and offer collection in a verifiable form through MAR 2.0.
2. The buyer may collect the print within thirty (30) days from the first collection offer.
3. If the buyer fails to collect within that period, they are in default of acceptance (*Annahmeverzug*).
4. Print Studio shall be reimbursed 2.5 % of the net purchase price per commenced seven-day period for storage and maintenance of the fine-art print until destruction or collection.

4.7 Reporting and Status Updates

1. The Print Studio must regularly update the production status of each order through the MAR 2.0 platform.
2. Significant delays, defects, or irregularities must be reported immediately to Hahnemühle and the Artist via the system.
3. Failure to maintain accurate status reports may result in temporary suspension from MAR 2.0 until corrective action is taken.

4.8 Handover to Buyer and Acceptance Procedure

1. Upon collection, the Print Studio shall inspect the print together with the buyer to verify that it is free of defects and in perfect condition.
2. The Print Studio shall hand over the COA together with the fine art print and document the confirmation of acceptance through the MAR 2.0 system
3. In the event that defects are identified upon collection, the Print Studio shall, together with the Buyer, record such defects without delay in the MAR 2.0 system.

4.9 Returns and Destruction of Returned Prints

1. If a buyer exercises their statutory right of cancellation under the GTC MAR 2.0, the Print Studio shall receive notification via MAR 2.0, and the buyer must return the print to the studio of origin, together with the corresponding COA.

2. The Print Studio shall then destroy the returned print and its COA in accordance with Hahnemühle's instructions and confirm destruction in the system.
3. Hahnemühle bears the printing costs incurred for canceled orders; the Artist shall not receive payment for such transactions.
4. Returned works that were framed or customized are excluded from cancellation and must not be destroyed without written instruction from Hahnemühle.

Article 5 – Obligations of the Artist

5.1 Provision of Data and Specifications

1. The Artist shall provide the digital image file and all required printing specifications through the MAR 2.0 platform in a technically correct, final form.
2. The file must meet the technical requirements specified by Hahnemühle for Certified Studio Platinum production (resolution, colour space, file format, etc.).
3. The Artist guarantees that the data transmitted are complete, accurate, and technically suitable for print production.

5.2 Rights to the Artwork and Legality of Content

1. The Artist warrants that they are the sole author of the artwork and hold all rights necessary for its reproduction and distribution as a fine-art print.
2. The Artist further warrants that the image does not infringe third-party rights, including but not limited to copyright, trademark, personality, or privacy rights.
3. The Artist indemnifies and holds the Print Studio and Hahnemühle harmless against any claims from third parties arising from a breach of these warranties, including reasonable legal costs.

5.3 Cooperation in Production and Acceptance

1. The Artist shall cooperate with the Print Studio during production if clarification is required regarding colors, materials, or other technical details.
2. The Artist shall review and approve the production parameters recorded in MAR 2.0 prior to publishing for sale.
3. Upon notification of completion, the Artist must accept the work produced in accordance with the order, subject to the defect-handling provisions of this contract and the GTC MAR 2.0.
4. Acceptance is deemed granted if the Artist does not raise substantiated objections within seven (7) days after the print has been documented as delivered in the MAR 2.0 system.

5.4 Defects and Corrections

1. If the Artist detects defects in the finished print, they shall notify the Print Studio promptly through MAR 2.0, providing a detailed description of the defect.
2. The Print Studio shall remedy justified defects within a reasonable period.
3. Minor color or tonal deviations that are technically unavoidable in fine-art printing do not constitute defects.
4. If the defect cannot be remedied or if re-production fails, the Artist may withdraw from the specific production order in accordance with §§ 636 ff. BGB; this does not terminate the entire framework contract.

5.5 Data Protection and Confidentiality

1. The Artist shall treat as confidential all technical and business information obtained from the Print Studio or Hahnemühle during performance of this contract.
2. The Artist shall comply with all applicable data-protection provisions, particularly the GDPR and the terms of the Order Processing Agreement (Annex 2).
3. The Artist may use personal data of buyers only to the extent required for fulfillment of this contract and in accordance with MAR 2.0's privacy policy.

5.6 Communication and Support

1. The Artist shall communicate with the Print Studio primarily through the MAR 2.0 platform.
2. In exceptional cases, direct communication (e-mail or phone) is permitted but must be documented in MAR 2.0 afterward for traceability.
3. The Artist shall respond to queries from the Print Studio or Hahnemühle within three (3) working days to avoid production delays.
4. If the Artist fails to provide the required information or work within the grace period set by the Print Studio (three working days), resulting in an inability to produce the commissioned fine art print within the timeframe specified in Article 4.5, the Print Studio shall not be considered in default.

5.7 Costs and Risk

1. The Artist bears all costs related to data preparation, calibration, and soft-proofing prior to the print order.
2. Until collection by the buyer, the print remains the property of the Artist, and the Artist bears the economic risk of marketability and resale.

Article 6 – Payments and Payment Terms

6.1 General Payment Principles

1. All payments relating to orders placed via the MAR 2.0 platform are processed exclusively through Hahnemühle FineArt GmbH, which acts as the collection and payment service provider for the Artist and the Print Studio.
2. The Print Studio is remunerated for each completed production order once the buyer's payment has been received in full by Hahnemühle and the statutory 14-day cancellation period has expired.
3. Neither the Artist nor the Print Studio has a direct payment claim against the buyer; both claims are fulfilled through Hahnemühle's intermediary function under § 675f BGB.

6.2 Settlement and Payout Procedures

1. The Print Studio's remuneration corresponds to the production cost determined by Hahnemühle within the MAR 2.0 system at the time the order was placed.
2. After confirmation of successful order completion in MAR 2.0 and expiry of the cancellation period, Hahnemühle shall include the production cost in the next scheduled payout.
3. Payouts to Print Studios occur monthly on the 15th calendar day for all orders completed and confirmed before the 15th of the preceding month.
4. Both the Artist and the Print Studio can view completed, pending, and paid orders at any time through their respective dashboards in MAR 2.0.
5. Hahnemühle issues a monthly settlement statement to the Print Studio summarising all orders included in the payout. The statement is deemed an invoice within the meaning of § 14 UStG and may be provided electronically via MAR 2.0.

6.3 Taxes and Accounting Obligations

1. Each party is responsible for properly declaring and paying all taxes, duties, and social-security contributions arising from its income under this contract.
2. Settlement statements provided by Hahnemühle contain all information required for accounting and tax documentation.
3. The parties must retain these records for at least ten (10) years in accordance with § 147 AO.

6.4 Default or Non-Payment by Buyer

1. If, for reasons beyond Hahnemühle's control, the buyer's payment cannot be collected or must be refunded, notification shall be given through the MAR 2.0 platform.
2. In such cases, the Print Studio's entitlement to remuneration is suspended until the buyer's payment is successfully recovered.
3. Hahnemühle is under no obligation to make advance payments or to assume any credit risk on behalf of the Artist or Print Studio.

6.5 Currency and Transfer Costs

1. All payments under this contract are made in euros (EUR) to the bank account specified by the Print Studio in MAR 2.0.
2. Hahnemühle bears transfer fees within the SEPA area. For payments outside SEPA, any conversion or transfer costs shall be borne by the receiving party.

6.6 Offsetting and Right of Retention

1. Offsetting against Hahnemühle's payment claims is permitted only with undisputed or legally established counterclaims.
2. A right of retention may be exercised only insofar as it arises from the same contractual relationship.

Article 7 – Data Protection and Confidentiality

7.1 Compliance with Data Protection Regulations

1. The parties undertake to comply with all applicable data-protection laws, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
2. Personal data may be processed only insofar as necessary for the performance of this contract and for the fulfilment of legal obligations under the MAR 2.0 framework.
3. The Artist and the Print Studio shall each ensure that any personal data they transmit or process via the MAR 2.0 platform are collected lawfully and that all required consents from data subjects have been properly obtained.
4. Both parties shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage, in accordance with Article 32 GDPR.

7.2 Order Processing and Role Allocation

1. Hahnemühle FineArt GmbH acts as the data processor within the meaning of Article 28 GDPR for data processed through the MAR 2.0 platform.
2. The Artist and the Print Studio are each independent data controllers with respect to personal data they process on their own behalf outside the MAR 2.0 platform (e.g. direct communications, local storage of customer data, invoicing records).
3. For data processing performed by Hahnemühle as processor, the parties agree to the Order Processing Agreement (Annex 2), which forms an integral and binding part of this contract.
4. Each party must promptly report to Hahnemühle any data breach or security incident relating to data exchanged or processed under this contract, providing all necessary information to allow Hahnemühle to comply with its notification obligations under Articles 33 and 34 GDPR.

7.3 Confidentiality of Business Information

1. Both parties undertake to treat **as strictly confidential** all information and documents that are designated as confidential or are recognisable as business or trade secrets of the other party.
2. This confidentiality obligation extends in particular to technical data, image files, pricing information, contractual terms, and operational details related to MAR 2.0.
3. The duty of confidentiality shall continue to apply without limitation in time, even after termination of this contract.
4. The parties shall ensure that their employees, assistants, and subcontractors who have access to such information are bound by equivalent confidentiality obligations.
5. The confidentiality obligation does not apply to information that
 - a. is or becomes publicly known without a breach of this contract,
 - b. was lawfully known to the receiving party before disclosure, or
 - c. must be disclosed by law or by order of a competent authority.
6. The burden of proof for the existence of an exception under § 3 or § 5 GeschGehG lies with the party invoking it.

7.4 Breach and Remedies

1. Any breach of confidentiality or data-protection obligations constitutes a material breach of contract and entitles the non-breaching party to terminate this contract for cause under Article 9.3.
2. The breaching party shall compensate the other for any resulting damage, including reasonable legal and administrative costs.
3. The confidentiality and data-protection obligations under this Article remain valid indefinitely, regardless of the termination or expiry of this contract.

Article 8 – Liability and Insurance

8.1 General Principles

1. Each contracting party shall be liable for damages in accordance with the statutory provisions, unless otherwise stipulated in this Article.
2. The parties are responsible for the actions and omissions of their legal representatives, employees, and vicarious agents (*Erfüllungsgehilfen*) in accordance with § 278 BGB.
3. The burden of proof for fault lies with the party asserting the claim.

8.2 Limitation of Liability

1. Hahnemühle shall be liable only in cases of intent or gross negligence, or for the culpable breach of a material contractual obligation (*Kardinalpflicht*).
2. In the event of a breach of a material contractual obligation due to simple negligence, liability shall be limited to the foreseeable, contract-typical damage at the time of contract conclusion and shall not exceed EUR 500 per damage event.
3. The same limitation applies to the liability of Hahnemühle's legal representatives, employees, and other vicarious agents.
4. The Print Studio and the Artist shall apply the same limitation of liability toward each other in their mutual relationship under this contract.

8.3 Liability of the Print Studio

1. The Print Studio shall be fully liable for damages resulting from:
 - a. defective or negligent execution of the print;
 - b. improper handling, storage, or destruction of artworks or Certificates of Authenticity;
 - c. infringement of third-party intellectual property rights; or
 - d. breaches of data-protection or confidentiality obligations under Article 7.
2. The Print Studio shall indemnify and hold harmless both the Artist and Hahnemühle against all justified third-party claims arising from such breaches, including reasonable legal defence costs.
3. The Print Studio is recommended to maintain adequate business-liability insurance, including coverage for damage to entrusted goods, product liability, and cyber risks. Proof of such insurance shall be provided to Hahnemühle and the Artist upon request.

8.4 Liability of the Artist

1. The Artist shall be liable for all damages or losses arising from the use of image data or artworks that infringe third-party rights, or from breach of warranties under Article 5.2.
2. The Artist shall indemnify and hold the Print Studio and Hahnemühle harmless against any justified third-party claims based on such infringements.
3. The Artist's liability for simple negligence is limited to the foreseeable, contract-typical damage at the time of contract conclusion, not exceeding EUR 500 per damage event.

8.5 Exclusion of Indirect Damages

Neither party shall be liable for indirect, consequential, or incidental damages, such as loss of profit, loss of business opportunity, or reputational harm, unless such damages were caused intentionally or by gross negligence, or result from injury to life, body, or health.

8.6 Mandatory Liability

The limitations and exclusions of liability in this Article shall not apply to:

- a. damages resulting from intent or gross negligence;
- b. damages arising from injury to life, body, or health;
- c. liability under the Product Liability Act (ProdHaftG); or
- d. damages caused by the absence of guaranteed characteristics („zugesicherte Eigenschaften“).

8.7 Force Majeure

1. Neither party shall be liable for non-performance or delays caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, strikes, or official measures.
2. The affected party shall notify the other without undue delay and make reasonable efforts to mitigate the consequences.
3. Force majeure shall extend performance deadlines for the duration of the disruption.

Article 9 – Duration and Termination of the Contract

9.1 Commencement and Duration

1. This contract enters into force on the date of its signature by both parties and remains valid for the duration of the beta-testing phase of the MAR 2.0 platform, as specified in the Preamble.
2. The beta phase ends on 16 March 2026, upon which the contract shall expire automatically unless extended under Article 9.2 9.2.

9.2 Option to Extend

1. Upon expiry of the beta-testing phase, the Artist and the Print Studio may agree to continue their cooperation. For this purpose, Hahnemühle grants both Parties an option right to extend this contract beyond the beta-testing phase.
2. The option shall be exercised in writing by both Parties no later than 31 March 2026. The electronic form pursuant to § 126 (3) BGB shall be deemed equivalent to the written form.
3. If neither Party declares termination upon expiry of the beta-testing phase, this contract shall be deemed extended for an indefinite period without the need for further declaration.
4. In the event of an extension pursuant to paragraph (2) or (3), the contract shall continue for an indefinite period and may be terminated in accordance with Articles 9.3 and 9.4.

9.3 Ordinary Termination

1. After the beta-testing phase or an extension under Article 9.2, either party may terminate the contract at the end of a calendar year with six (6) months' notice.
2. Ordinary termination must be made in writing within the meaning of § 126 (1) BGB; the electronic form under § 126 (3) BGB is deemed equivalent.
3. § 545 BGB (tacit extension of lease) shall not apply.
4. Any termination declared through the MAR 2.0 platform's designated notice function shall be deemed to satisfy the written-form requirement.

9.4 Extraordinary Termination for Cause

1. The right of either party to terminate this contract for good cause (*wichtiger Grund*) remains unaffected.
2. Good cause for termination by the Artist includes, in particular:
 - a. loss of the Print Studio's Certified Studio Platinum status;
 - b. repeated breach of production deadlines;
 - c. negligent destruction of works or COAs;
 - d. violation of confidentiality or data-protection obligations; or
 - e. insolvency of the Print Studio.
3. Good cause for termination by the Print Studio includes, in particular:
 - a. the Artist's failure to provide technically correct image data despite reminder;
 - b. the Artist's failure to cooperate in good faith during production;
 - c. delay in acceptance of completed works; or
 - d. insolvency of the Artist.
4. Termination for cause must be declared in writing or electronically via MAR 2.0 with confirmation of delivery.
5. Before extraordinary termination, the terminating party shall, if feasible, grant the other a reasonable period to remedy the breach, unless the breach is so severe that continuation of the contract cannot reasonably be expected.

9.5 Consequences of Termination

1. Termination or expiry of this contract shall not affect production orders already confirmed in MAR 2.0; such orders shall be completed under the terms applicable at the time of order confirmation.
2. Upon termination, both parties shall immediately cease use of Hahnemühle's trademarks, certifications, and proprietary data within the meaning of Article 7.
3. The Print Studio shall securely delete or return all digital files, certificates, and materials received from the Artist and Hahnemühle in accordance with GDPR requirements.

4. Each party shall cooperate in good faith to ensure a smooth transition and avoid disruption of buyer relationships or platform operations.
5. Termination of this contractual relationship does not entitle either party to compensation or damages for lost profits, goodwill, or investment, irrespective of the legal basis.
6. The provisions of Articles 7 (Data Protection and Confidentiality), 8 (Liability and Insurance), and 10 (Final Provisions) shall remain in force beyond termination.

Article 10 – Final Provisions

10.1 Place of Fulfilment and Jurisdiction

1. The place of fulfilment for all obligations arising from this contract shall be Dassel, Germany.
2. If the Print Studio or the Artist is a merchant (*Kaufmann*) within the meaning of the German Commercial Code (HGB) or a legal entity under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall likewise be Dassel, Germany.
3. Hahnemühle provides an Online Dispute Resolution (ODR) reference in accordance with Regulation (EU) No 524/2013 at <https://ec.europa.eu/consumers/odr>. Hahnemühle, however, is neither obliged nor willing to participate in consumer dispute-resolution proceedings before an arbitration board.

10.2 Applicable Law

1. This contract shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of its conflict-of-laws rules.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Law on the Formation of Contracts for the International Sale of Goods is expressly excluded.

10.3 Written Form and Notices

1. All amendments, supplements, and collateral agreements to this contract must be made in writing to be effective. This requirement also applies to any waiver of the written form itself.
2. The electronic form under § 126 (3) BGB shall be deemed equivalent to the written form. Notices provided through the MAR 2.0 platform or by e-mail using verified user accounts shall also fulfil this requirement.
3. Headings are included solely for convenience and have no independent legal meaning.
4. Temporary tolerance of conduct deviating from this contract shall not constitute a waiver of rights or create new obligations.

10.4 Severability Clause

Should any provision of this contract be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

The parties undertake to replace the invalid or unenforceable provision with a valid and enforceable one that most closely reflects the original economic intent and purpose.

10.5 Copies and Signatures

1. This contract shall be duly executed by both Parties through the MAR 2.0 system. The application of an electronic signature within the MAR 2.0 system shall be deemed equivalent to the written form pursuant to § 126 (3) BGB. Upon completion of the electronic signature process by both parties, this contract shall be deemed duly executed and legally binding. No physical copies or handwritten signatures shall be required for its validity.
2. Each Party shall receive an electronically executed copy of this contract through the MAR 2.0 system. All such copies shall be considered equally authentic and binding originals.
3. All notices, declarations, and communications required under this contract shall be delivered to the last address or e-mail address notified in writing by the respective party. Notifications transmitted via the MAR 2.0 system shall be deemed valid and effective, provided they originate from verified user accounts.
4. The Parties acknowledge that the MAR 2.0 electronic-signature process provides a reliable method of identification and intent equivalent to a qualified electronic signature under Regulation (EU) No 910/2014 (eIDAS)

10.6 Language and Prevailing Version

In the event of discrepancies between different language versions of this contract, the English version shall prevail. The German translation may be used for reference and interpretation only.

10.7 Force Majeure

If a case of force majeure under Article 8.7 occurs, the affected party shall notify the other without undue delay, stating the expected duration and impact. All contractual obligations shall be suspended for the duration of the event. Performance deadlines shall automatically extend by the corresponding period.