

# General Terms & Conditions – Seidenfaden Knits Design Collaborations

### 1. Intellectual Property Rights

All knitting patterns, sketches, charts, texts, and designs created by *Seidenfaden Knits* remain the sole intellectual property of the designer (Barbara Seidenfaden) unless otherwise agreed in writing.

- No yarn company, publication, or third party may reproduce, modify, or distribute any part of a design without prior written consent.
- A design collaboration or yarn pairing does **not** imply transfer of design ownership.

#### 2. Use of Designs in Marketing

When a design is created as part of a collaboration with a yarn company:

- The yarn company may use images of the design for marketing only in direct connection with the agreed collaboration and must credit Seidenfaden Knits as the designer in all mentions.
- Any use of the design beyond the agreed scope (e.g., as part of kits, in other collections, or commercial use with altered pattern) requires additional written permission.

#### 3. Binding Agreements

- Any written confirmation of a collaboration (including email correspondence) shall be considered binding.
- The agreed terms (e.g. yarn choice, timeline, deliverables, and responsibilities) form the basis of the cooperation and are not to be changed unilaterally after the fact.

#### 4. Test Knit Protection Clause

If a test knit has been launched with the participation of testers who ordered yarn based on the agreement, early cancellation by the yarn company may result in reputational or financial harm to the designer.

• In such cases, the yarn company agrees to support the test knit process in a minimal but fair way (e.g., by fulfilling existing yarn orders or offering discount codes to testers).

#### 5. Communication & Mutual Respect

- Both parties commit to professional, respectful, and timely communication.
- Disagreements, delays, or unforeseen circumstances must be addressed promptly and constructively to preserve the integrity of the collaboration.



## 6. Termination Clause

- If either party wishes to terminate the collaboration after a binding agreement has been made, this must be communicated in writing and justified with reasonable cause.
- If substantial work has already been done (e.g. design completion, tester recruitment, public announcements), the parties agree to discuss appropriate compensation or a mutually acceptable solution.

#### 7. Governing Law

These Terms & Conditions and any associated collaboration agreements shall be governed by and construed in accordance with the laws of the **Federal Republic of Germany**.

• Place of jurisdiction is **Raisting, Bavaria (Bayern), Germany**.