

EN

General Terms and Conditions of Sale and Business Photographer - Thomas Luenen

I. General information

- a. The following general terms of delivery and business (hereinafter referred to as the GTC) apply to all offers, deliveries and services performed by the photographer.
- b. They are deemed to be agreed upon with the acceptance of the delivery or service or the offer of the photographer by the customer, at the latest, however, with the acceptance of the pictorial material.
- c. If the customer wants to contradict the terms, this is to be explained in writing within three working days. Deviating terms and conditions of the customer are hereby contradicted. Deviating business conditions of the customer are not valid, unless the photographer acknowledges them in writing.
- d. The General Terms and Conditions shall also apply to all future orders, offers, deliveries and services of the photographer within the framework of an ongoing business condition, even without express inclusion.

II. Left picture material

- a. The General Terms and Conditions shall apply to all images provided to the customer. They shall apply in particular
Also for digital and / or electronically transmitted picture material.
- b. The customer acknowledges that the photographic material provided by the photographer is copyrighted light images i.S.v. Section 2 (1) (5) Copyright Protection Act.
- c. Design proposals or conceptions commissioned by the customer are independent services, which must be remunerated.
- d. Complaints concerning the content of the delivered consignment or the content, quality or condition of the pictorial material must be communicated within 48 hours of receipt. Otherwise, the photographic material shall be deemed to be duly, in accordance with the contract and as indicated.

III. rights of usage

- a. Exclusive usage rights, media-related or territorial exclusive rights or blocking periods must be agreed separately and require a surcharge of at least 100% on the respective basic tariff.
- b. The right to use shall be transferred to the delivery for the use of the pictorial material for the purpose specified by the customer and in the publication and in the medium or data carrier which the customer has specified during the order placement or which follows The circumstances of the order. In case of doubt, the object (newspaper, magazine, etc.) is decisive for the fact that the picture material has been made available according to the delivery note or the shipping address.
- c. The customer is not entitled to transfer the rights of use granted to him in whole or in part to third parties or to other group or subsidiary companies.
- d. Any use, reproduction or transmission of the picture material is only permitted provided that the photographer's copyright notice is affixed to the image in question. If no specific copyright notice has been given by the photographer, the name of the photographer shall be deemed to be the copyright.

IV. Liability

- a. The photographer accepts no liability for the infringement of rights of persons or objects pictured, unless a corresponding signed release form is enclosed. The customer is responsible for the acquisition of rights of use beyond the photographic copyright as well as the obtaining of publication authorizations for collections, museums, etc. The customer bears the responsibility for the description as well as the meaning connections resulting from the concrete publication.

V. Fees

- a. The agreed fee shall apply.
- b. The fee is only valid for the use of the picture material for the agreed purpose according to § III 3 or 2. If the fee is also intended for further use, this is to be agreed in writing.
- c. Costs and expenses incurred by the order are not included in the fee and are charged to the customer.
- d. The fee according to V. a) GTC is to be paid in full even if the commissioned image material is not used and / or published.

VI. right of withdrawal

- a. The free cancellation of a written or verbal submitted photo order is only possible up to 24 hours before the start of the photo order. In case of cancellation within 24 hours before the start of the photo order, the agreed fees will be billed in full.

VII.

- a. The law of the Federal Republic of Germany shall be deemed to have been agreed upon, even when delivered abroad.
- b. Supplementary agreements to the contract or to this GTC require the written form to be effective.
- c. The nullity or invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid possible provision (s) with a corresponding effective and most effective approach which most closely approximates the intended regulation.
- d. Place of performance and jurisdiction is residence of the photographer, when customer is bussines person entity

Düsseldorf 01.06. 2017