

I. GENERAL

1. The following general terms and conditions (GTC) apply to all the photographers, Mr. Alexander Roßbach, distributed orders, offers, deliveries and services. They are considered as agreed if they are not objected to immediately.
2. They shall be deemed to have been agreed upon by receipt to customer, but at the latest upon acceptance of the photographic material for publication.
3. If the customer contradicts the terms and conditions, this must be stated in writing on three working days. Deviating terms and conditions of the customer are hereby contradicted. Deviating terms and conditions of the customer are only valid in case of recognition stated in writing by the photographer.
4. The terms and conditions apply in the context of an ongoing business relationship for all orders, offers, services and services of the photographer concerned, unless otherwise arrangements expressly agreed on.

II. CONTRACT MANUFACTURE

1. As far as the photographer creates cost estimates, these are not binding. If there are cost increases during production, the first ones to come from the photographer will be when it becomes apparent that they may exceed the originally estimated total costs by more than 15%.
2. Subject to any other regulation, the photographs will be submitted for approval, selected by the photographers. If the client has not given the photographer clear written instructions, complaints regarding the image concept as well as the artistic-technical design are excluded. If the client wishes during the recording production, he has to bear the additional costs. The photographer shows the compensation claim for work already started.
3. The invoice amount is to be transferred after receipt of the invoice. Payment terms: Delivery on account (bank transfer) or payment service provider (PayPal). Further payment methods are not offered. The invoice amount is to be transferred to the specified account of 10 working days after receipt of the bill that contains all details for the transfer. Payment is due without deductions from the date of invoice. After expiry of the payment period, the customer will be in default without notice.
4. If the photographer is not receiving a written claim within two weeks after delivery of the pictorial material, the pictorial material will be regarded as contractually accepted by the customer in accordance with the mandate and free of defects.
5. The provider ships the order from its own warehouse.

III. SURRENDERED PICTORIAL MATERIAL

1. The terms and conditions apply to any image material left to the customer, no matter which stage of production is reached or in which technical form they exist. They apply in particular to electronic or digitally transmitted images, too.

2. The customer recognizes that the image material provided by the photographer is matter of copyright protected photographic works (according to German copyright law, 2 Abs.1 Ziff. 5 UrhG). The photographs provided by the photographer are only intended for the client's own use.
3. Design proposals or conceptions commissioned by the customer are independent services that have to be remunerated.
4. The transferred images remain the property of the photographer, especially in the case that compensations are paid.
5. The customer has to treat the picture material accurately. For domestic business purposes only (inspection, selection or technical processing), the picture material can be delivered to a third party.
6. Complaints addressing the contents of a delivery or content, quality or condition of the image material must be communicated within two weeks after receipt. Otherwise, the images are regarded as delivered properly, duly and as contracted (in accordance with section II 4. GTC).

IV. USAGE RIGHTS

1. In principle, the customer only acquires a simple right for a singular usage. Publication on the Internet or posting into digital databases is, unless otherwise agreed upon, limited in time to the duration of the publication periods of the respective (or a comparable) publishing medium.
2. Exclusive rights of use, media-related or spatial exclusive rights or holdback arrangements must be agreed on separately and require a surcharge of at least 100% on the respective basic fee.
3. With the delivery only a right of usage is transferred for the one-time use of the picture material for the purpose and medium specified by the customer or for the purpose which arises from the circumstances of the job submission. In case of doubt, the purpose of use is decisive for which the pictorial material has been provided, as evidenced by the delivery note or the shipping address.
4. Any usage, exploitation, duplication, distribution or publication beyond section IV 3. is subject to a fee and requires the prior express consent of the photographer. This applies in particular to: a) a second usage or second publication, in particular in anthologies, product-accompanying brochures, in advertising measures or other reprints, any processing, modification or transformation of the image material; b) the digitization, storage or duplication of the image material on data carriers of all kinds (e.g. magnetic, optical, magneto-optical or electronic media such as CD-ROM, DVD, hard disks, memory, microfilm etc.), as far as this is not only the technical processing and management of the picture material (according to section III 5. GTC); c) any reproduction or usage of the image material on digital data media, any recording or reproduction of the image material on the Internet or in online databases or in other electronic archives (including those in the customer's internal electronic archives); d) the distribution of the digitized image material by means of remote data transmission or on data carriers which are suitable for public display on screens or for the production of hard copies.

5. Changes to the photographic material by photo-composing, montage or electronic aids for the creation of a new copyrighted work are permitted only with the prior written consent of the photographer, by labeling the recreation as montage [M] and in accordance with the terms of reference by German copyright law (§ 8 UrhG).
6. The customer is not entitled to transfer the rights of usage granted to him in whole or in part to third parties, not even to other group or subsidiary companies.
7. Any usage, reproduction or transfer of the image material is only permitted under the condition that the copyright notice given by the photographer is attached to the respective image without any doubt. A violation of the right to name entitles the photographer to compensation. The naming „Photo: Alexander Roßbach“ is to be stated either directly under the picture or in the imprint within a publication.
8. The granting of the rights of use is subject to the condition precedent of the complete payment of all payment claims of the photographer from the respective contractual relationship.
9. Unless otherwise agreed, the photographer may use the image material as part of self-promotion (e.g. website, Facebook, Instagram etc.).
10. The raw data (RAW) remains with the photographer.

V. LIABILITY

1. The photographer assumes no liability for the violation of rights of imaged persons or objects, unless a correspondingly signed release form is attached. The acquisition of rights of use beyond the photographic copyright addition, e. g. for pictorial works of fine or applied art as well as the obtaining of publication permits for collections, museums, etc. incumbent on the customer. The client bears the responsibility for the caption as well as the contexts of meaning resulting from the concrete publication.
2. From the time of the proper delivery of the photographic material, the customer is responsible for its proper use.
3. The client is obliged to digitally store and copy photos of the photographer in such a way that the name of the photographer is electronically linked to the image data.
4. The client is obliged to perform this electronic linkage in such a way that it is preserved in every type of data transmission (on every display on screens, in all types of projections, in particular in every public display) and in such a way that the photographer as the author of the pictures is clearly and unambiguously identifiable.

VI. FEES

1. The agreed fee counts. If no fee has been agreed on, it is determined according to the current image fee overview provided by the German [Mittelstandsgemeinschaft Foto-Marketing \(MFM\)](#). The outlined fee by the provider serves as a final price and contains no sales tax (according to § 19 Abs. 1 UStG).

2. The agreed fee will be used once to settle the agreed purpose according to section IV 3. GTC.
3. Costs and expenses incurred by the assignment (e.g. material and laboratory costs, model fees, costs for necessary props, travel expenses, required expenses etc.) are not included in the fee and will be stated as additional costs of the customer.
4. The fee is payable upon delivery of the admission. If a production is delivered in parts, then the corresponding partial fee with respective delivery is due. The photographer is entitled to demand advance payments for production orders according to the scope of services provided.
5. The fee will be paid in full, no matter if the commissioned and delivered picture material is not published.
6. A set-off or the exercise of a right of retention is only permitted with undisputed or legally established claims of the customer. In addition, offsetting with disputed but decision-ready counterclaims is permissible.

VII. RETURN OF PICTORIAL MATERIALS

1. Digital data must always be deleted after the usage has been completed or the data carriers must be destroyed. The photographer is not liable for the existence and / or the possibility of a new delivery of the data.
2. If the photographer, at the request of the customer or with his consent, leaves photographic material for the sole purpose of checking whether usage or publication is to be considered, the customer must return analogue picture material no later than one month after receipt, unless the delivery note specifies a different deadline. Digital data must be deleted or the data media must be destroyed or returned.
3. The return of the image material is carried out by the customer at his expense in customary packaging. The customer bears the risk of loss or damage during transport to the photographer's entrance.

VIII. CONTRACT VIOLATION AND COMPENSATION

1. Any unauthorized (in other words: without the consent of the photographer) usage, reproduction or transfer of the photographic material for each individual case shall be subject to a contractual penalty that is 500% the usage fee, as well as subject to further claims for damages.
2. If the copyright notice is omitted, incomplete, incorrectly placed or not assignable, a surcharge of 100% shall be payable on the agreed or customary usage fee.
3. If the time agreed on for the execution of the assignment is substantially exceeded for reasons beyond the control of the photographer, the photographer's fee will increase accordingly, if a flat rate has been agreed upon. If a time fee has been agreed, the photographer will also receive the agreed hourly or daily rate for the waiting period, unless the client proves that the photographer has not suffered any damage. In the case of intent or negligence of the client, the photographer can also assert claims for damages.

4. Delivery dates for photographs are only binding if they have been expressly confirmed by the photographer. The photographer is liable for exceeding the deadline only in cases of intent and gross negligence.

IX. REVOCATION

1. You can withdraw your order within two weeks in writing (e.g. letter, e-mail) but without having to outline reasons.
2. Insofar the photographer begins to provide service at customers explicit request before end of revocation period, the customers right of revocation expires if the service has been provided in full scale. For partial services rendered up to until customers revocation, the provider has a claim on their remuneration. By accepting these terms and conditions, the customer declares its knowledge of the loss of right of revocation under the aforementioned conditions.
3. The period for revocation begins after receipt of this instruction in writing, but not before receipt of the goods (in case of recurring delivery of similar goods not before receipt of the first partial delivery) at the recipient and not before fulfillment of the information requirements. The revocation must be sent to:

Alexander Roßbach
Schützenstraße 1
96047 Bamberg
E-mail address:
info [at] alexanderrossbach[dot]com

X. FINAL PROVISIONS

1. It is the law of the Federal Republic of Germany as agreed upon, even for deliveries abroad.
2. Additional arrangements to the contract or these terms and conditions have to be agreed upon in writing to be effective.
3. Any nullity or ineffectiveness of one or more provisions of these GTC does not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid, valid provision which comes closest to the desired provision economically and legally.
4. Place of fulfillment and jurisdiction is, if the customer is a registered trader, the domicile of the photographer.