

# Dominik Reipka Photographer

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## GENERAL TERMS AND CONDITIONS OF DELIVERY AND BUSINESS

### A General

1. The following General Terms and Conditions of Delivery and Business (hereinafter referred to as the General Terms and Conditions) shall apply to all of the Photographer's orders, offers, deliveries and services.
2. They shall be deemed to be binding on both Parties upon acceptance of the Photographer's delivery, service or offer by the Customer, however no later than upon the photographic material being accepted for publication or on assigning the Photographer.
3. If the Customer does not accept the General Terms and Conditions, it shall lodge written notification to this effect within three work days. Any alternative general terms and conditions on the part of the Customer are hereby rejected. Alternative general terms and conditions on the part of the Customer shall be deemed to be void. Alterations to these General Terms and Conditions must be in written form.
4. The General Terms and Conditions shall also apply to all of the Photographer's future orders, offers, deliveries and services under the ongoing business relationship notwithstanding the absence of any express reference to them.
5. The General Terms and Conditions shall apply to all photographic material with which the Customer is provided regardless of its degree of completion or technical form. They shall expressly also apply to photographic material transmitted electronically or digitally.
6. The Customer acknowledges that the photographic material provided by the Photographer constitutes copyright material as defined in § 2 (1) No. 5 of the German Copyright Act.
7. The photographic material provided shall remain the Photographer's property notwithstanding the fact that damages may have been paid for this. Purchased prints are the only exception of this.
8. The Customer shall treat the photographic material carefully and may only make it available to third parties for internal business purposes, i.e. for viewing, selection and technical editing.
9. Any complaints concerning the content of the delivery or the content, quality or state of the photographic material shall be lodged within 48 hours of receipt. Failing this, the photographic material shall be deemed to have been received in proper condition, in conformance with the contract and as described.

### B Productions

1. The Photographer's fee for productions includes utilization rights for the Customer for one year in the Customer's country.
2. The Customer may neither transfer the photographic material nor the rights of utilization or any part thereof granted to it to any third parties unless these are members of its group or subsidiaries. For the event of a breach of this obligation see H.
3. The Photographer reserves the right to use the photographic material for house advertising and exhibition.

### C Cost estimates

1. Cost estimates are subject to change.
2. Single items may change within the budget.
3. Production expenses are payable before begin of production.
4. Cost estimates have to be calculated anew when shooting requirements are altered.
5. Photographer's half day fees are valid to up to four working hours only.
6. When booking make-up / styling artists in Germany an artist tax (Künstlersozialabgabe) of 5,8 % (2006) may be added to the artist's fee. The Customer has to pay this tax additionally when the artists are billing the Photographer for their work.

### D Purchase of licences

1. The Customer shall fundamentally only receive simple utilization rights for onetime utilization.
2. The Customer may neither transfer the photographic material nor the rights of utilization or any part thereof granted to it to any third parties unless these are members of its group or subsidiaries.
3. The information about utilization stated by the customer at the time of purchasing utilization rights is binding.
4. The following information to exploitation methods is required: advertising/editorial, print/display/etc., area of circulation, print size/display size, number of printed copies and period of utilization.
5. Any use, exploitation, dissemination, copying or publication going beyond the information stated by the Customer when purchasing utilization rights shall be subject to separate remuneration and require the Photographer's prior written approval. This shall particularly apply to secondary exploitation or publication particularly in anthologies, product-related brochures, advertising or

other types of reprinting. It shall also apply to any editing work like modifications or alterations to the photographic material, digitalization, storage or duplication of the photographic material and any inclusion or display of the photographic data on the Internet / TV or in on-line databases or other electronic archives (including the Customer's internal electronic archives).

6. Any modifications to the photographic material using photo composing, mounting or electronic means to produce a new copyright work shall require the Photographer's prior written approval and shall be designated as such by [M]. In addition, the photographic material may not be copied in drawing form, recreated photographically or used in any other manner as a motive.

7. All use, reproduction and transfer of the photographic material shall be subject to the condition that the copyright information stipulated by the Photographer be included in such a way that it can be clearly allocated to the picture in question.

8. For the event of a breach of this obligation see in Chapter H of these General Terms and Conditions.

### E Purchase of prints

1. The purchase price of prints does not include any copyright.
2. The purchase price does not include expenses for lamination or framing.
3. The customer has to control the print(s) at delivery and assert potential claims within 48 hours. Later filed claims will be rejected.
4. The Customer is asked to inform the Photographer about a resale of the print(s).

### F Invoices

1. Invoices are payable on receipt.
2. Copyrights / prints / slides remain property of the Photographer until the Customer remits the total invoice amount.

### G Liability

The Photographer shall not be liable for the breach of any rights held by persons, objects or places depicted in the photographic material unless a duly signed release is enclosed. The Customer shall be responsible for acquiring rights of utilization over and above the copyright to the photograph in question and for obtaining releases from collections, museums etc. The Customer shall be responsible for the legend as well as the context in which the photograph is used.

### H Penalties, damages

1. In the event of any unauthorized utilization, use, reproduction or disclosure of the photographic material (i.e. without the Photographer's consent), the Customer shall be liable to pay a penalty equaling five times the applicable fee for each individual instance, it being understood that this shall not operate to restrict any other remedies available to the Photographer.
2. If the copyright notice is missing, incomplete, in the wrong position or not possible of being clearly allocated to the picture in question, a surcharge of 100% of the agreed fee shall be payable.
3. If the photographic material is damaged, destroyed or lost, the following compensation shall be payable, it being understood that the Photographer is under no obligation to prove the actual value of the loss:  
€ 500,- per original slide or negative or other unique material  
€ 900,- per non-reproducible slide or negative or other unique material
4. A penalty of 50% of the licence fee shall be payable if no sample copy is provided or the statement of account does not include a sample copy or details of which picture was used in what place and in what publication.
5. The payments anticipated in Chapter H of these General Terms and Conditions shall not give rise to any rights of utilization.

### I Conclusions

1. The contractual relationships anticipated by these General Terms and Conditions shall be subject to German law including in the case of deliveries to foreign destinations.
2. Any additions or modifications to these General Terms and Conditions shall be in writing only.
3. If any of the provisions contained herein are void, this shall have no effect on the validity of the remaining provisions. In such a case, the Parties undertake to replace the void provision with a valid one coming as commercially and economically close as possible to what they intended with the void provision.
4. The place of fulfillment and the legal venue shall be the Photographer's domicile.

Bank Account

BIC / SWIFT:  
HASPDE33HAN

IBAN:  
DE 35 2005  
0550 136080

V.A.T. - ID:  
DE 1990 75866