
General Terms and conditions of Allround Pictures - Stand January 2015

I. General

1. The following terms and conditions apply to all orders, offers, deliveries and services realized by Allround Pictures. They are regarded as agreed if there is no objection with acceptance of delivery.

2. "Products", in terms of these General Terms Conditions, are all products created by Allround Pictures in any technical form or in any medium they were created or exist. (360° virtual tours, aerial photographs made by camera-drones, negatives, slides, paper pictures, electronic still images in digitized form, videos, etc.)

II. Copyright

1. Allround pictures is the copyright on the products lawfully entitled to the Copyright Act.

2. The products created by Allround Pictures are basically only for personal use by the client determined.

3. If Allround Pictures transfers the right of use of his works, just the simple right of use is transferred in each case - unless expressly agreed otherwise. A transfer of rights of use requires a special agreement.

4. The transfers of the rights of use succeed only after full payment of remuneration to Allround Pictures.

5. The customer of an image has no right to reproduce and sell the photographic image in terms of § 60 German Copyright Act, if the copyrights haven't been transferred. § 60 German Copyright Act is expressly waived.

6. Allround Pictures may demand to be called as the author of the product in its exploitation, unless otherwise agreed. An infringement of the right to be named as author of the product empowers allround pictures to claim compensatory damages.

7. The negatives (or digital camera raw files) will be retained by Allround Pictures. A delivery of the negatives to the client occurs only by special agreement and remuneration.

III. Remuneration, reservation of proprietary rights

1. For the production of the products, a fee will be calculated as unit price, hourly rate, daily rate or agreed fee plus value added tax; additional costs (travel costs, model fees, expenses, props, special costs for labs and material, studio rents etc.) are to be borne by the client. Due to the final consumers, the photographer includes value added tax in the final prices.

2. Overdue invoices are payable within 14 days without deduction. The client will be in default if he does not pay overdue invoices later than 30 (in words: thirty) days after receipt of an invoice or equivalent request for payment. Pictures Allround reserves the right to effect such default by placing a demand after a due date reminder at an earlier date.

3. The delivered products remain the property of Allround Pictures until complete payment of the purchase price.

4. If client has not given specific instructions concerning the design of the products, so complaints about the visual concept and the artistic and technical design are excluded. If the client wishes changes during or after shooting production, so he has to bear the additional costs. Allround Pictures reserves the claim of remuneration for work already initiated.

5. If the customer should be in default of payment, Allround Pictures can raise default charges of 5% of the contract value after a first payment reminder. For prolonged non-payment, the percentage rises to 7% in the 3rd reminder and to 10% in the 4th reminder. Thereafter, Allround Pictures reserves the right to take legal action by enforcement of demands.

6. If the client has reasons for the non-payment, which he did not get into debt, he shall notify Allround pictures within the payment period, but no later than a receipt of a payment reminder.

IV. Liability

1. Allround Pictures shall be responsible for the infringement of duties that are not directly related to essential contractual obligations, for itself and its assistants only in case of intent and gross negligence. It shall also be responsible for damages resulting from injury to life, body or health as well as the breach of contractual obligations which Allround Pictures or its agents have caused through culpable breaches of obligations. Allround Pictures carries responsibility for damages to recording objects, templates, films, displays, layouts, negatives or data only in case of intent and gross negligence - unless otherwise agreed.

2. Allround Pictures keeps the negatives (or digital data) carefully. It is entitled, but not obliged, to destroy the negatives, which were kept in safe, after three years since the end of the contract.

3. Pictures Allround is responsible for light resistance and durability of the products only under the warranty service of the manufacturer of the photographic material.

4. The sending and returning of films, images and templates occurs at the expense and risk of the client. The client can determine how and by whom the return will be delivered.

V. Collateral duties

1. The client assures he has the consent of the people portrayed for the publication, reproduction and distribution of photographic material, which gives the right Allround Pictures for the reproduction and the distribution in case of portraying people. Claims for compensation by third, which are based on a breach of these obligations shall be paid by the client.

2. The client is obliged to provide the intake objects in time and to collect them immediately after the capture. If the customer does not pick up the intake objects at the least four weeks after request, Allround Pictures shall be entitled, if necessary, to charge storage costs or outsource the objects at the expense of the client in case they are blocking the Studio rooms. Transport and storage costs will be charged to the client.

VI. Interference with performance of an obligation, cancellation fee

1. If Allround Pictures leaves the client several products to choose from, the client has to send back the non-selected products within one week after receipt on its own cost and risk - if not a longer period has been agreed -. Allround Pictures can demand payment for lost or damaged items, in case it is not responsible for the loss or damage.

2. If the envisaged time for the execution of the contract significantly exceeded for reasons that Allround Pictures is not responsible for, there is an increase of the fee of Allround Pictures unless a flat rate has been agreed, accordingly. If a time-based fee was agreed, the photographer receives for the waiting time to the agreed hourly or daily rate, unless the client can prove that no damage has occurred to Allround Pictures. Allround Pictures can also make claims for damages in case of intent or negligence of the client.

3. Delivery dates of products are only binding, if they have been expressly confirmed by Allround Pictures. Allround Pictures is responsible for exceeding the deadline in case of intent and gross negligence.

4. Complaints of any kind of products, that have been sent and have not been collected personally, are to complain about in writing within 5 working days of receipt of the products at Allround Pictures. After this period the delivery is considered as binding. The client cannot personally inspect the products in this period; he has to notify previously Allround Pictures.

5. Complaints of passport photographs for official documents will only be accepted when the clear intended use was communicated to Allround Pictures during the making process. In addition, a written, meaningful complaint from the issuing authority must be available.

VII. Data privacy protection

Required personal information of the customer can be stored for business. Allround Pictures is committed to treat all known information as part of the contract confidential.

VIII. Digital Photography

1. Digitalization, storage and copying of products of Allround Pictures on data carriers of all types require the prior written consent of Allround Pictures. Verbal agreements are invalid. Any unauthorized act which Allround Pictures is known, can lead to a

cancellation fee for the respective benefit is payable.

2. The transfer of usage rights does not include the right to store and reproduce, if this right was not expressly granted.

IX. Image processing

1. The editing of products from Allround Pictures and its reproduction, distribution, analog or digital, require the prior consent of Allround Pictures. If a new work is created by photo-composing or other electronic manipulation, this has to be marked with [M]. The authors of the works used and the authors of the new work are co-authors as defined in § 8 of the Copyright Act.

2. The client is obliged to store digitally so and copy the products of Allround Pictures, so that the name of Allround Pictures is electronically linked with the image data.

3. The client is obliged to make electronic link so that it remains for any type of data transmission, with each reproduction on screens, in all types of projections, especially when any public reproduction and Allround Pictures is identifiable as author of the images clearly and unambiguously.

4. The client assures that he is entitled to Allround Pictures to entrust the electronic processing of other products when he placed such a contract. It releases all-round Pictures from any third party claims that are based on the breach of this obligation.

X. Use and distribution

1. The distribution of products from Allround Pictures on the Internet and in intranets, online databases, in electronic archives on disk, CD-ROM or similar data carriers, which are not only intended for internal use by the client is only allowed due a special agreement between Allround Pictures and the client.

2. The transfer of digitized products on the Internet and intranets, and media and devices, which are suitable for reproduction on screens or for the production of soft and hard copies, requires the prior written consent of Allround Pictures.

3. The reproduction and distribution of edited material, that Allround Pictures has produced electronically, require the prior written approval of Allround Pictures.

4. Allround Pictures is not obliged to hand over disks, files and data to the client, if this was not expressly agreed in writing.

5. If the client wishes that Allround Pictures provides him disks, files and data, this must be agreed and remunerated separately.

6. If Allround Pictures has provided disks, files and data to the client, this may only be changed with the prior consent of Allround Pictures. 7. Risk and cost of transport of data media, files and data online and offline lie with the client; the way of transmission can be determined by the contractor.

XI. Final clauses

The headquarters of Allround Pictures is the performance place for all obligations from the contractual relationship, if the contractual partner is not a consumer. If both contracting parties are merchants, legal persons of public law or a public special asset, the place of business of Allround Pictures is the place of jurisdiction.