

GENERAL TERMS AND CONDITIONS

Andreas Weiss

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Professional photographer

1. GENERAL

For all transactions between the client and Andreas Weiss (Andreas Weiss, all persons acting under the name Andreas Weiss and instructed by Andreas Weiss), hereinafter referred to as Andeas Weiss,

these "General Terms and Conditions" apply exclusively. Conflicting terms and conditions of the customer are only effective if they are expressly recognized by Andreas Weiss in writing.

Any supplementary or verbal agreements that deviate from these "General Terms and Conditions" must be made in writing. Should individual provisions of these "General Terms and Conditions" be invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.

2. CONCLUSION OF CONTRACT

The basis of the business relationship is the respective production order/order confirmation, in which all agreed services and remuneration are recorded. Orders are deemed to have been accepted by written order confirmation from Andreas Weiss, provided that Andreas Weiss confirms acceptance of the order in writing or indicates that the order has been accepted by taking action on the basis of the order.

Our offers are always subject to change with regard to price and delivery time. We shall be bound by project-related offers for 14 (fourteen) days. Deviations of +/- 10 percent of the actual costs compared to the estimated costs shall be deemed approved. In the event of deviations of more than +/- 10 percent, Andreas Weiss will inform the customer of the additional costs. This cost overrun is deemed to be approved by the customer if the customer does not object in writing within 3 working days of the notification and at the same time announces more cost-effective alternatives.

3. SERVICE AND FEE

Our prices are net prices ex our registered office. They do not include packaging, freight, postage and insurance. All services provided by Andreas Weiss that are not expressly covered by the agreed order amount will be remunerated separately. This applies in particular to all ancillary services, such as the purchase of rights for music titles or the recording of original texts by voice-over artists.

All expenses incurred by Andreas Weiss (e.g. costs for cabs and courier services such as post) are to be reimbursed by the customer.

Andreas Weiss charges expenses and mileage allowances for journeys exceeding those of the current location (as a rule, the official mileage allowance of € 0.50 per kilometer driven by car applies). These costs are already defined individually in the offer and are also part of the order amount.

4. TERMS OF PAYMENT

Andreas Weiss is entitled to demand advance payments in the form of partial payments of the order amount to cover expenses. The amount of the advance payment depends on the type of project (photo, film or other project) and is precisely defined in the respective order.

The standard rule is:

50% down payment of the order amount promptly after placing the order

50% remaining payment of the order amount within the payment period stated on the invoice after completion of the work.

If the payment deadline is exceeded, we are entitled to charge reasonable interest on arrears plus reminder fees (see point "9. PAYMENTS").

5. PRÄSENTATIONEN

If Andreas Weiss does not receive an order after a presentation, all services provided by Andreas Weiss, in particular the presentation documents and their content, remain the property of Andreas Weiss. The client is not entitled to use them in any form whatsoever. The documents must be returned to Andreas Weiss immediately and any copies made must be destroyed.

If the ideas and concepts presented to the customer in the course of the presentation are not used for this customer, Andreas Weiss is entitled to use the presented ideas and concepts for other purposes. Furthermore, Andreas Weiss's competitors are prohibited from implementing the concepts and ideas presented.

The forwarding of presentation documents to third parties and their publication, reproduction or other distribution by the interested party/client is not permitted without the express consent of Andreas Weiss.

6. IDENTIFICATION

Andreas Weiss is entitled to refer to Andreas Weiss and, if applicable, to the author on all information media (websites, print products, photos, videos, presentations, etc.) and in all measures, without the customer being entitled to any remuneration for this.

7. APPROVAL

All services and measures proposed or to be performed by Andreas Weiss must be reviewed by the customer and approved in writing within 3 working days, but as soon as possible after submission. If they are not approved in good time, they are deemed to have been approved by the customer. If services and measures to be carried out are submitted to Andreas Weiss in the course of meetings, discussions or telephone calls, the customer approves the services on the basis of the minutes of the meeting taken by Andreas Weiss. In particular, the customer will check the legal admissibility of these services, especially with regard to competition and trademark law. This applies in particular to services provided by Andreas Weiss that contain image, text, video or audio material provided by the customer. Andreas Weiss will only arrange for an external legal review at the customer's written request. The associated costs are to be borne by the customer.

8. DATES

Andreas Weiss endeavors to meet the agreed deadlines. However, failure to meet the deadlines only entitles the customer to assert the rights to which it is legally entitled if it has granted Andreas Weiss a grace period of at least 14 days. This period begins with the receipt of a reminder letter to Andreas Weiss.

Andreas Weiss is only obliged to pay compensation for damages due to default in the event of intent or gross negligence on the part of Andreas Weiss. Unavoidable or unforeseeable events - in particular in the event of force majeure, delays caused by third parties commissioned by Andreas Weiss or delays caused by the customer itself - release Andreas Weiss from compliance with the agreed delivery or completion date.

9. PAYMENT

Invoices from Andreas Weiss are due for payment without deduction within the period stated on the invoice (normally 14 days) after receipt. In the event of late payment, reminder fees in the amount of EUR 10.00 for the first, EUR 20.00 for the second and EUR 30.00 for the third reminder plus default interest in the amount of four times the general base interest rate are deemed agreed.

In the event of late payment of agreed installments by the customer during the course of a project, Andreas Weiss is entitled to suspend work on the project for the time being and only resume work after receipt of payment. The agreed completion date of the project is therefore also postponed by at least the period of the delay in payment.

The client may only offset or assert a right of retention with undisputed or legally established claims.

10. RETENTION OF TITLE

The delivered goods and works remain the property of Andreas Weiss until the order amount has been paid in full and all past and future deliveries within the business relationship have been paid.

Any existing agreement on rights of use/declaration of rights of use shall only become valid upon full payment of the order amount (which is generally achieved upon payment of the last invoice associated with the order). Unless otherwise confirmed in writing, any right of use shall be deemed not to have been granted until the order amount has been paid in full.

11. WARRANTY AND COMPENSATION

Claims for damages by the client, especially due to delay, impossibility of performance, fault at the time of contract conclusion, defective or incomplete performance, consequential damages resulting from defects, or tortious acts, are excluded unless they are based on intent or gross negligence by Andreas Weiss.

Production costs, recording costs, fees and royalties are excluded from liability. A warranty claim shall be limited, at our discretion, to the right to rectification or replacement. In the event that rectification should fail several times, the client shall be entitled to a reduction in price or rescission.

In general, a warranty in accordance with the statutory warranty period only exists for technical defects. Artistic and/or design details cannot be claimed as defects.

12. COPYRIGHT, RIGHTS OF USE AND OTHER ANCILLARY COPYRIGHTS

The copyright remains in any case with the creator of the work (Andreas Weiss) and is not transferable.

Exploitation rights, rights of use or other property rights to our services are only transferred to the client by written agreement. In any case, the transfer of rights to third parties is not permitted without the express written consent of Andreas Weiss. Even after full payment of all invoices relating to the work, use of the works created by Andreas Weiss is only permitted within the scope of the written transfer of rights (usually a "declaration of rights of use" or "rights of use agreement").

In general, exploitation rights, rights of use or other property rights transferred in writing shall only be deemed to have been transferred and thus legally binding upon full payment of the invoice amount. Andreas Weiss retains all exploitation rights, rights of use or other industrial property rights until the invoice amount has been paid in full.

Irrespective of any transfer of rights, Andreas Weiss retains the right to publish all films and photos as well as making-of photos and films for the purpose of self-promotion, even if these contain works protected by copyright by the client (e.g. music in the case of music videos or making-of photos of the client). This use for the purpose of self-promotion applies both to the work as such and to the raw material created as part of the work, both individually and integrated into other works (e.g. portfolio, showreel).

The spatial, temporal and platform-related extension of agreed rights of use, performance and dissemination as well as the increase of the exploitation requires our written consent. The client shall be liable for damages and additional claims incurred by us as a result of exceeding the spatial, temporal and platform-related distribution limit.

AKM/GEMA rights are generally not transferable and therefore cannot be settled by payments to us.

If the client passes on protected works such as music, language or other creative services to Andreas Weiss for processing or use within the scope of an order, the client is responsible for clarifying any rights to them. We are not obliged to check the extent to which the content or use of these works violates legal regulations. If this is the case, the client shall be liable for all resulting disadvantages or damages.

13. LIABILITY

Andreas Weiss will carry out the work assigned to Andreas Weiss in compliance with generally accepted legal principles and will inform the customer in good time of any significant risks that it recognizes. The customer itself is expressly responsible for compliance with statutory regulations and provisions, in particular those relating to competition and copyright law, for services and measures proposed by Andreas Weiss. In particular, the customer will only approve a service or measure proposed by Andreas Weiss once it has satisfied itself that it is legally unobjectionable or if it is prepared to bear the risk associated with its implementation itself.

Any liability for claims asserted against Andreas Weiss on the basis of proposed services and measures is expressly excluded if Andreas Weiss has not complied with its duty of disclosure. In particular, Andreas Weiss is not liable for litigation costs, legal fees of the customer or costs of the publication of judgments as well as for any claims for damages or similar claims of third parties.

Andreas Weiss is not liable for damage caused by the failure of technical equipment (such as the system crash of a camera and the associated loss of data) and cannot be held liable due to technical failure.

14. LIABILITY FOR IMAGE AND SOUND MATERIAL

We only assume liability for image and sound material left by Andreas Weiss up to the material value of the carrier material and for a maximum of 3 months after invoicing of the respective project.

We shall be liable for processing damage to third-party image or sound material up to a maximum of the material value of the carrier material.

If irretrievable or difficult-to-replace image and sound material is provided to us, the risk of loss or damage shall be borne by the client. It is the client's responsibility to make backup copies if necessary or to take out appropriate additional insurance.

15. PRODUCTION CANCELLATIONS AND POSTPONEMENTS

If an order is not executed for reasons for which we are not responsible, we shall be entitled to a default sum amounting to 60% of the agreed order sum - without the need for proof of damage. An order that can be started and not completed for reasons for which we are not responsible shall be invoiced in full. An order shall be deemed to have been commenced when the contractually owed service has been commenced in accordance with the order.

In the event of last-minute cancellations or postponements of shooting dates not mutually agreed with Andreas Weiss by the client, the following cancellation fees are deemed to have been agreed:

Cancellation within a period

- from placing the order up to and including 14 days before the shooting or photo shoot: 30% of the order amount

- from 9 to 5 days before the planned shooting or photo shoot: 60% of the order amount

- within 4 days to 1 day before the planned shooting or photo shoot: 80% of the agreed order amount.

Cancellations made less than 1 day before the planned shooting or photo shoot will be charged the full order amount (100%).

16. CHANGES, MODIFICATIONS

In principle, the client retains the right to have a say in the editing of the videos/photos. However, the artistic style of Andreas Weiss, as well as logical arguments based on his professional competence, are superior to this right of co-determination. The works created by Andreas Weiss are only sent to the client for inspection after extensive quality control by internal quality assurance and to the best of his knowledge and belief. The client must submit all change requests/feedback to Andreas Weiss in writing as soon as possible, but within three working days at the latest.

We are free to reject a change request from the customer to the customer's advantage on the basis of the above points.

Furthermore, Andreas Weiss reserves the right to charge the customer for any additional expenses incurred as a result of changes that exceed the amount of work (or the number of working hours) stated in the offer and/or the order confirmation.

17. PREVIEW AND MASTER VERSIONS

Andreas Weiss normally sends preview files of the respective photo, film or other works to the client/customer. Publication of the preview files is prohibited in all respects, as they are not suitable for publication due to their reduced resolution and quality.

Publication in accordance with the declaration of rights of use (see point "12. COPYRIGHT, RIGHTS OF USE AND OTHER RIGHTS OF PERFORMANCE") is only permitted for the master version, which is clearly marked as such. The client undertakes to consult Andreas Weiss in case of doubt. The last preview version that has been accepted by the client and with which no more changes are due is not considered the master version. A master version marked as such will be sent to the client after final acceptance of the last preview version by the client and may then be published in accordance with the applicable declaration of rights of use after full payment of the invoices and fee notes applicable to this project.

18. EXCLUSIVE RIGHT OF USE, COMMERCIAL REUSE

The client has an exclusive right of use for all works created by Andreas Weiss for a period of 12 months from the date of invoice. The date of the last invoice attributable to the work applies. Andreas Weiss warrants that it holds the right of use both for the raw material used for the work (excluding stock material) and for the work itself exclusively for the customer and will not pass on any rights of use to third parties without the written consent of the customer.

Andreas Weiss reserves the right to reuse raw material from the order for other purposes, including commercial purposes (such as stock material or for other projects) without the written permission of the client, at the earliest 12 months after the invoice date of the last order-related invoice to the client. However, the client may object to this reuse in writing. However, such an objection is not legally valid and requires written confirmation from Andreas Weiss.

Photo, video and other raw material marked as "stock" is excluded from the above-mentioned exclusive right of use.

19. ARCHIVING

Photographic and film material created by Andreas Weiss as well as accompanying files will be stored redundantly on at least two hard disks (but not in two geographically different locations) until the project is completed in order to protect the project from data loss. After completion of the project and full payment of the last invoice associated with the project, all files used to create the project are archived. This is no longer done redundantly, but on individual archive hard disks. This archiving is carried out to the best of our knowledge and belief and is free of charge. Andreas Weiss is not liable for any loss of data that occurs after the invoice date (invoice date corresponds to archiving date).

20. DATA PROTECTION

The client acknowledges that data is stored by Andreas Weiss for its own purposes.

The client is also responsible for the consent of all persons of whom image material has been created as part of the project. For this purpose, Andreas Weiss provides corresponding model contracts/waivers at the client's request, but it is the client's responsibility to have these contracts/waivers signed by the relevant persons.

Furthermore, the client acknowledges that in the case of events, the client must obtain appropriate information from the visitors and permission from the organizer.

Andreas Weiss is not liable for data protection issues.

21. FREE WORKS, FREE PROJECTS

In the case of free projects, the project initiator (corresponds to the client, hereinafter referred to as "client") has no say whatsoever in the creation, editing and publication of the works. The corresponding terms of use of the declaration of rights of use shall apply from the date of receipt of the declaration by the client. The client is prohibited from publishing the work(s) prior to receipt of this declaration. Andreas Weiss also has the right to first publication of the work.

Furthermore, the client waives any rights to notice of defects, warranty and exclusive right of use on the part of the client. Free, "free" projects also release Andreas Weiss from compliance with the agreed delivery or completion date, and Andreas Weiss reserves the right to commercially use the works created by said project without the written consent of the customer.

Andreas Weiss reserves the right to terminate freelance projects and discontinue any further work even after the start of the project and initial services without giving reasons and without the right of the client to claim damages.

22. PROCESSING AND MODIFICATION OF WORKS

Works created by Andreas Weiss may not be altered, edited, extended or abridged in any way by third parties, unless expressly agreed otherwise in writing. Any modification of a work from its original state, whether for internal or external, private or commercial purposes, is prohibited.

23. SHIPPING, TRANSFER OF RISK

All deliveries, deliveries and returns shall be made at the expense and risk of the client. The risk of loss of or damage to the work shall pass to the client upon dispatch to the client.

In the case of delivery of physical data carriers, the client undertakes to return the labeled data carriers at his own expense within the specified period. If no deadline is specified, a deadline of 14 days from receipt of the delivery shall apply.

24. INFORMATIONS

All information, recommendations and advice provided by Andreas Weiss are given in good faith and without negative intentions. Nevertheless, Andreas Weiss cannot be held liable for damages or disadvantages arising from such information or similar. Liability on the part of Andreas Weiss is excluded in all cases..

25. APPLICABLE LAW

Austrian law shall apply exclusively to the legal relationship between the client and Andreas Weiss and to contracts concluded between the two contractual partners, as well as to their pre- and post-contractual effects.

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