

# Terms and Conditions (T&C)

## Christoph Klüpfel - Werbefilme & Werbefotografie für Unternehmen

Weiherfeldstr. 9a

### 1. Scope

These Terms and Conditions (T&C) apply to all contracts between Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf (hereinafter referred to as "Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf") and its clients (hereinafter referred to as "Client"), unless otherwise expressly agreed in writing.

### 2. Conclusion of Contract

A contract between Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf and the Client is established through the Client's written acceptance of an offer. By accepting, the Client agrees to these T&C.

### 3. Advance Payment and Payment Terms

(1) To secure the project and commence pre-production, the Client agrees to make a non-refundable advance payment of 50% of the agreed total costs.

(2) The remaining balance is due upon completion of the project and before the final deliverables are handed over, unless otherwise agreed.

(3) All payments must be made no later than 14 calendar days from the date of invoicing.

### 4. Scope of Services and Modifications

(1) The scope of services is defined in the respective contract, offer, or service description provided by Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf.

(2) Any subsequent modifications or extensions of the services require the written consent of both parties and may incur additional costs.

(3) Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf reserves the right to refuse services if the Client fails to fulfill significant contractual obligations.

### 5. Client Obligations

(1) The Client is obligated to provide all necessary information, materials, and documents required for the execution of the project in a timely manner.

(2) Delays caused by the Client's failure to meet these obligations are not the responsibility of Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf and may result in additional costs.

### 6. Compensation and Usage Rights

(1) Compensation is typically determined based on fixed parameters. Depending on the type of use, these parameters are considered according to copyright law (UrhG): reproduction, exclusivity of use, distribution, publication, and public accessibility.

(2) In the analog domain, compensation is based on the number of reproductions/print runs; in the digital domain, it depends on distribution/reach and/or time limitations/duration of use.

(3) Usage fees vary based on the importance and market penetration of the user. A distinction is made between regional, national, European, and global usage, resulting in surcharges, discounts, or rebates.

(4) "Reach" in digital media, especially on social media platforms, is calculated based on the posts made. Usage fees are influenced by the reach of a post.

(5) Usage fees also depend on the evaluation of the digital media channels or platforms where the content is published.

(6) It is significant whether copyrighted works are shared within a platform, through a portal, or accessed by third parties (e.g., via tagging) and whether the URL of the content is actively shared or made available by the platform operator via hotlinking/framing. Additional charges may apply depending on the extent of such extended use.

(7) Size specifications follow industry standards: metric, DIN, text area, pixel dimensions/long side. Deviations from the specified format are calculated based on the next possible size.

(8) The author/content provider has the right under § 32 UrhG to retroactively review whether the agreed fee was appropriate if the contracting party has derived significant benefits, foreseen or unforeseen. The same applies to the transfer of images to third parties. Under § 32d UrhG, the author/content provider has the right to request information and an accounting of usage and license chains from the user.

(9) Calculations for usage are based on IVW (Information Community for the Assessment of the Dissemination of Advertising Media) data. If unavailable, the Client's provided usage information will apply. Exceeding the quantity and/or types of use requires an appropriately compensated license extension.

(10) Generally, non-exclusive usage rights are granted. Exclusive usage rights must be explicitly agreed upon and appropriately compensated. According to § 40a UrhG, exclusivity for indefinite periods expires after 10 years and continues as a non-exclusive usage right. Extending exclusivity indefinitely can only be agreed upon 5 years after the contract's conclusion.

(11) Attribution of authorship (§ 13 UrhG) or source acknowledgment as per the licensor's T&C is mandatory unless otherwise agreed in writing.

(12) Digital templates must be deleted after the agreed period unless otherwise agreed. Archiving physical copies or long-term storage of digital copies on servers requires written consent.

(13) The fees stated refer to single use within a defined scope and period within Germany. Expanding usage temporally, medially, or regionally is subject to additional charges. Fees are quoted net in euros, excluding VAT. Service or ancillary costs are not included in the licensing fees and will be invoiced separately.

(14) Deleting or overwriting metadata (EXIF and IPTC IIM) provided by the author/content provider requires their consent under § 95a UrhG.

(15) Surcharges apply for:

- Missing attribution (+100% on the licensing fee)
- Unauthorized use (+75% to +150% of standard fees)
- Special production efforts (e.g., aerial photography +100%, working with models +30% to +100%, unique locations +50%, advanced editing per agreement).
- Subsequent exclusivity or usage restrictions (e.g., language-specific +50%, global +150%).

## **7. Liability**

(1) Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf is only liable for intent and gross negligence.

(2) For minor negligence, liability is limited to the violation of essential contractual obligations and is capped at predictable, typical damages.

(3) The provider is not liable for delays or defects caused by the Client's incomplete, incorrect, or late provision of required materials.

## **8. Cancellation and Withdrawal**

(1) A cancellation by the Client is only valid with the written consent of Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf.

(2) The advance payment (50% of total costs) remains non-refundable and serves as compensation for services rendered and lost opportunities.

(3) Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf reserves the right to withdraw from the contract if the Client fails to meet significant contractual obligations or payment terms.

## **9. Copyright and Usage Rights**

(1) All copyrights to the works remain with Christoph Klüpfel - Commercial Films & Photography for Businesses in Deggendorf, unless otherwise explicitly agreed.

(2) The Client acquires a simple, non-transferable usage right limited to the agreed purpose.

(3) Further transfer, alteration, or commercial use beyond the agreed purpose requires written consent.

## **10. Confidentiality**

Both parties commit to treating all information exchanged during the contract as confidential and not disclosing it to third parties.

## **11. Final Provisions**

(1) Changes and additions to the contract must be in writing, including the waiver of this requirement.

(2) If individual provisions of these T&C are invalid, the remaining provisions remain unaffected. Invalid clauses will be replaced by terms that closely match the intended purpose.

(3) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. Jurisdiction is at the provider's registered office.

**Effective Date: 24-12-19**

