



TERMS OF SERVICE

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WIWIPHOTO & FILM
ULRICH WIRRAWA

KRÜTERBLÖCKEN 13B
22949 AMMERSBEK
GERMANY

+49 (0) 176 20 78 30 79
WIRRAWA.COM
MAIL@WIWIPHOTO.DE

MOVIES UND PHOTOS AUS COOLEN PERSPEKTIVEN
INDUSTRIE-PHOTOGRAPH | OFFSHORE ZERTIFIZIERT | DROHNEN-PILOTENSCHHEIN A1-A2-A3

1. The customer acquires basically only a simple right of use for single use, unless otherwise agreed in the offer.
2. If the customer decides to place the order, 50% of the fee is due. Within 48 hours before the start of the shooting, 100% of the fee will be charged, including all incidental expenses.
3. If the photographer can not take the picture due to illness or weather conditions, the photographer should be given the opportunity to make the recordings at a later date.
4. Exclusive rights of use, media-related or spatial exclusive rights or blocking periods must be agreed separately.
5. Changes to the image material through composing, montage or electronic aids for the creation of a new copyrighted work are only permitted with the photographer's prior written consent and only if marked. Also, the images may not be signed off, copied, photographed, filmed or otherwise used as a motif.
6. Unless expressly agreed otherwise, the customer is not entitled to transfer the rights of use granted to him in whole or in part to third parties, including other group or subsidiary companies.
7. Any use, reproduction or transfer of the image material is only permitted on the condition that the copyright notice given by the photographer is unambiguously assigned to the respective image:
"Photographer Ulrich Wirrawa © WIWIPHOTO & FILM"
8. The agreed fee applies. If no fee has been agreed, it will be determined according to the current WIWIPHOTO & FILM price list, which can be read or downloaded at www.wiwifilm.de. A billing according to the valid picture fee overview of the Mittelstandsgemeinschaft Foto-Marketing (MFM) is expressly rejected. The fee is understood plus the applicable VAT.
9. The image data are provided to the customer online password-protected for download on their own WIWIPHOTO & FILM server. Costs incurred by the order and expenses (for example, start-up permits, material costs, model fees, costs for mobile hard drives and USB sticks, required expenses, etc.) are not included in the fee and are payable by the customer, and all necessary releases must be obtained from the client.
10. The photographer is liable only for damages that he or his vicarious agents cause intentionally or through gross negligence. The photographer assumes no liability for the way he uses his pictures. In particular, he is not liable for the competition and trademark law permissibility of use. In the case of taking photographs and taking pictures of objects in which third-party copyrights, property rights or other rights exist, the customer is obliged to obtain the consent of the persons depicted and the rights holders necessary for the production and use of the images. The client has to indemnify the photographer against compensation claims of third parties, which result from the violation of this obligation.
11. It is the law of the Federal Republic of Germany, jurisdiction is Hamburg.
12. The transfer of the rights of use takes place under the condition precedent of the complete fulfillment of all compensation claims of the photographer by the client.
13. In addition to the fee, the delivery of five specimen copies is agreed in the production of physical products such as - but not limited to - print media, merchandise or sound carrier products. These are to be sent within fourteen days of the first day of sale. Furthermore, 5 motifs for self-promotion may be used by the photographer free of charge, indefinitely.
14. Any discounts granted require a timely payment and lose their validity in case of late payment