

## **GENERAL TERMS AND CONDITIONS OF BUSINESS WITH STOCK4B GMBH FOR THE COLLECTION “BLAUBLUT EDITION”**

Please read the terms and conditions specified below with care before using this web site and before ordering images from us. To confirm your acceptance thereof, please select the corresponding option when placing your order. Should you not agree to these terms and conditions, no further use of this site is permitted and you should desist therefrom.

Blaublut Edition is an exclusive collection of STOCK4B GmbH Munich. These terms and conditions of business constitute a contractual agreement between you, the user, and STOCK4B GmbH, Rupprechtstrasse 25, 80636 Munich, below referred to as STOCK4B GmbH/Blaublut Edition.

If you accept these terms and conditions, you are obliged to register using your own details, and to ensure that all information provided is correct and complete. If you are entering into this contractual relationship in the name of your employer, you are obliged to declare this when registering. In such case all contractual agreements, rights of use and agreed restrictions will apply to your employer. If you are acting without the authority of your employer, all contractual agreements, rights of use and agreed restrictions will be deemed to have been entered into with you personally.

### **1. GENERAL**

- 1.1. All offers, deliveries and electronic transmissions are made and all rights of use always remain subject to change and are not exclusive and are only granted subject to the following terms and conditions. These terms likewise apply to future contracts even if no further express reference is made thereto. Any deviating conditions or special arrangements must be agreed in writing.
- 1.2. These terms and conditions form the basis for our deliveries and services. Any terms and conditions of the client referred to in order forms, delivery confirmations and similar are hereby contradicted.
- 1.3. Images which are ordered will at all times remain the property of STOCK4B GmbH/Blaublut Edition and its photographers. This material is made available for a limited period solely for the purpose of purchasing rights of use within the meaning of German copyright legislation. The granted rights apply only for the one-off use within the agreed scope.
- 1.4. After use our images must be deleted from the client's data storage media. Images which remain unused must likewise be deleted.

### **2. TIME LIMITS, LIABILITY, RIGHTS OF EXPLOITATION AND COPYRIGHT**

- 2.1. In the event that material supplied by STOCK4B GmbH/Blaublut Edition is incorrect or not delivered in accordance with schedule, guarantee and compensation claims on the part of the client are excluded.
- 2.2. Complaints regarding the content of electronic transmissions or deliveries can only be acknowledged provided that they are lodged in writing immediately upon receipt.
- 2.3. We accept no liability for software or hardware defects occurring in conjunction with the online transmission of our images or the use of our system.
- 2.4. It is not permitted to transfer either images or rights of reproduction to third parties.
- 2.5. When placing orders for images the client must provide detailed information regarding the nature of their intended use. The declaration of consent to the use of these images will be subject to the information provided by the client. Any and every use thereof must be expressly approved by STOCK4B

GmbH/Blaublut Edition. In the event that images are used without prior written approval, the client will be liable for all resulting claims by third parties.

- 2.6. Should the information provided by the client not accord with the actual nature of use, consent shall be deemed not to have been given. STOCK4B GmbH shall be indemnified against all compensation claims by third parties.
- 2.7. The images can only be used in their original form. It is not permitted to crop or alter by other means the appearance of the image. It is not permitted to distort works which are protected by copyright, whether by copying, rephotographing, photocomposing, montages or by using other electronic aids. Exceptions to this rule will require a separate agreement. In the case of any infringements against this provision, STOCK4B GmbH/Blaublut Edition shall be entitled to charge an amount equal to five times either the usual fee for the particular type of use as recommended by the Mittelstandsgemeinschaft Fotomarketing or the fee originally agreed. Unless a contrary provision has been given above, every exploitation is subject to the provisions of German copyright law.  
It is not permitted to duplicate, produce internegatives, reproductions or enlargements or store image data in electronic form for the client's archiving purposes. Special cases must be approved by us in writing. The client is obliged to voluntarily notify us as to whether and to what extent our images have been duplicated or reproduced in other forms for archiving purposes or stored in digital form without our permission. All copies, etc. prepared with or without the permission of STOCK4B GmbH/Blaublut Edition must be deleted from the client's computer system data memories or surrendered to us after use.
- 2.8. The client is obliged to adhere to the publishing principles of the Press Code of Conduct as defined by the German Press Council. The client is responsible for the text associated with our images. We accept no liability for any invasion of personal rights in general or infringement of copyright resulting from utilization with diverging tendencies and falsification in picture and word as well as utilization resulting in disparaging treatment of the depicted persons. In the event of the infringement of such rights, the client alone shall be liable to make compensation to third parties.
- 2.9. We expressly reserve the right to transfer secondary rights to performing rights societies and reject any provisions according to which the acceptance of fees excludes the payment of performance rights.
- 2.10. Rights to the use of images do not in principle include any approval or consent to portray persons, names, brand or trademarks, buildings, decorations, artistic designs or recipes depicted therein. This applies in particular to the use of images in an advertising context. It is the responsibility of the licensee to obtain the permissions or approvals required for the planned purpose of use in such context from the respective authorized parties. In all cases in which the existence and validity of such approval is not expressly confirmed by STOCK4B GmbH/Blaublut Edition, the licensee must indemnify STOCK4B GmbH/Blaublut Edition against all third party claims arising from the respective use of the image. Should you by error have been falsely informed in writing by STOCK4B GmbH/Blaublut Edition that approval or consent exists for an image to be used even though this is not the case, the extent of liability on the part of STOCK4B GmbH/Blaublut Edition will be limited exclusively to the sum invoiced to you and paid by you for the use of the image concerned.
- 2.11. The licensee undertakes to indemnify STOCK4B GmbH/Blaublut Edition and its image suppliers against all demands, liability claims, damages, costs and disbursements, including necessary legal and court costs, resulting from non-compliance by the licensee with the terms of this contract, from the use or alteration of images or from the non-contractual combination of images with other material.

### **3. 3. COPYRIGHT NOTICE, VOUCHER COPIES**

- 3.1. In addition to the agreements entered into, in other respects any and every use of our images is at all times subject to the provisions of the German Copyright Act.
- 3.2. Images are made available by us for use in accordance with contract only and must be deleted from electronic storage media immediately after use. The rights afforded by contract extend to use on one occasion only within the agreed scope. Repetitions and extensions of the rights of use originally granted are permissible only with our prior consent. This applies in particular in the event that images are intended to be used for advertising purposes.
- 3.3. STOCK4B GmbH/Blaublut Edition insists that a copyright notice and agency reference – name of photographer/Blaublut Edition – be displayed beside the image or design in such manner as to ensure

that this is unmistakably attributable to the image concerned.

- 3.4. Information must be provided at the time of settlement as to which image has been used at which point in which context. Of any publication, STOCK4B GmbH/Blaublut Edition must be furnished with two voucher copies free of charge and without further request.

#### **4. 4. FEES**

- 4.1. Fees are payable for any and every use of an image, including in online publications or on CD-ROM. This likewise applies to the use of an image as a template for drawings, caricatures or recreated photos, also to use for layout purposes or customer presentations.
- 4.2. Fees must be agreed prior to use. They are valid for use on one occasion only for the purpose, extent and country specified. Each further use will again attract a fee and must be approved in advance in writing by STOCK4B GmbH/Blaublut Edition. Should the purchaser not provide precise information, the agency shall be entitled to charge a flat-rate fee. All fees quoted are net prices to which value added tax and social security payment for self-employed artist´s will be added if applicable.
- 4.3. If an object (e.g. a book, CD cover, brochure, etc.) bearing an image is reproduced in a new medium, a fee will again be payable for the photographic image recognizable thereon, irrespective of any rights of use for which fees have already been paid in respect of the same image in the original context of use. This applies in particular to use for advertising purposes. The user must inform STOCK4B GmbH/Blaublut Edition in detail of the new purpose of use and must obtain consent for the said use from STOCK4B GmbH/Blaublut Edition.
- 4.4. Exclusive rights or freeze periods must be agreed separately and will require a surcharge in to the basic fee.
- 4.5. Should the anticipated publication or other use not take place, a fee already paid cannot be refunded.
- 4.6. Should the licensee fail to settle the invoice issued by STOCK4B GmbH/Blaublut Edition in full, STOCK4B GmbH/Blaublut Edition shall be at liberty until such time as payment is received to levy a processing charge of one and one half percent (1.5 %) per month on the outstanding amount, or such lesser charge as is provided for by law. STOCK4B GmbH/Blaublut Edition reserves the right at its discretion to withdraw the license if the invoice is not paid in full.

#### **5. 5. PERSONAL RIGHTS**

- 5.1. If images of persons are used over and beyond the extent of the right of use afforded, for example for advertising purposes, without this being agreed with STOCK4B GmbH/Blaublut Edition, no liability will be accepted by STOCK4B GmbH/Blaublut Edition; moreover in the event that claims are made against it, STOCK4B GmbH/Blaublut Edition will seek recourse from the client.
- 5.2. The user is under obligation to observe the communication media principles defined by the German Press Council (the Press Code). Uses which are not in keeping with the intended purpose, pictorial or textual falsifications or uses which may be degrading to the persons depicted or create a pornographic, defamatory, libelous or otherwise unlawful or immoral association are inadmissible and will render the user liable for compensation. The user or purchaser is responsible for the text associated with our images. In the event of the infringement of personal rights, the user alone shall be liable to make compensation to third parties.

#### **6. 6. CONTRACTUAL PENALTY, LUMP-SUM COMPENSATION**

- 6.1. In the event of the unauthorized use, distortion or transfer of our images or the unauthorized transfer of reproduction rights to third parties, the assertion of compensation claims notwithstanding, a minimum fee will be payable equal to five times the usual fee for use, more extensive compensation claims notwithstanding.
- 6.2. Should the copyright notice and/or agency reference be omitted, a surcharge equal to 100 % will be levied on the usage fee.

## **7. 7. ONLINE IMAGE SERVICE**

- 7.1. An application to use our online system must be made either in writing or online. To access the system, each user will receive a login ID and password. The password must be treated as confidential and must not be disclosed to other persons. In all cases the user will be liable to the full extent for any loss or damage occasioned by any misuse of his or her personal password.
- 7.2. In the event of infringements of these general terms and conditions, STOCK4B GmbH/Blaublut Edition reserves the right to block online access.

## **8. 8. TERMS OF PAYMENT, JURISDICTION**

- 8.1. Fees and charges are payable immediately upon receipt of invoice net, without deduction, plus value added tax and self-employed artists' social security levy at the statutory rate if applicable.
- 8.2. German law is deemed to be agreed, even for deliveries outside of Germany.
- 8.3. The place of fulfillment and jurisdiction is Munich.

## **9. 9. GENERAL AGREEMENT**

This contract replaces all previous verbal or written assurances, arrangements, negotiations, understandings and agreements between the parties in respect of the subject of contract and constitutes the entire, complete and exclusive agreement and understanding entered into between the parties in association with the subject of contract. Alterations to this contract may be made only by way of a corresponding written agreement. All of the provisions of this contract which by their nature may be expected to endure beyond the expiry of this contract shall persist even after the contract ends. You are not entitled to assign this contract either in whole or in part without the approval of STOCK4B GmbH/Blaublut Edition. STOCK4B GmbH/Blaublut Edition is however entitled to assign this contract without your consent. Should any individual terms of this contract be ineffective, this shall not affect the validity of the remaining provisions. Those terms which are void or invalid shall be replaced by such valid provisions as most closely approach the desired economic purpose.