

## Terms & Conditions

### **Contractor is**

Barbara Weber  
Rofansiedlung 449D  
6210 Wiesing, Austria

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*Wiesing, Juli 2019*

### § 1 Contract Award

The contract shall be awarded by sending a reservation confirmation to the contractor. All agreements concluded between the customer and the contractor regarding performance of a contract shall be agreed in writing or orally. Changes, additions and ancillary arrangements have to be in written form for their effectiveness.

### § 2 Applicability of the general terms and conditions

The customer agrees to these general terms and conditions by awarding the contract. These terms and conditions shall take precedence over any other terms and conditions of the customer.

### § 3 Contract components and changes to the contract

#### **3.1**

The reservation confirmation demonstrates the contract conclusion (so-called awarding of contract) in accordance with these terms and, hence, is a component of the contract. The customer may confirm this in writing (e.g., via email or other text message) or orally for the contract.

#### **3.2**

Any amendment and/or supplement to the original contract and/or its components shall be in writing (e.g., via email or other text message). The customer must bear the additional costs incurred.

#### **3.3**

Events of force majeure shall allow the contractor to postpone the contracted project to the end of the force majeure event, including a reasonable restart period. This does not result in any claim for damages by the customer against the contractor. This also applies if the customer cannot meet important appointments and/or events.

## **§ 4 Copyright and usage rights**

### **4.1**

The customer shall acquire the rights of use of all work carried out by the contractor in the context of the contractual duration with the full payment of the agreed fee and, in the extent agreed, to the contract. This transfer of rights shall apply to the extent that a transfer under Austrian law is possible worldwide.

### **4.2**

The customer recognizes that the picture material supplied by the contractor is copyrighted image work within the meaning of the Copyright Law. The given material remains in the contractor's possession. Unless the customer provides written instructions, the contractor shall be free of nature in fulfilling the contract. The selection of photos and the way in which the processing is carried out is solely the responsibility of the contractor. Reproduction and transfer to third parties shall be granted only for the private sector. Commercial use by the customer is not allowed. Notwithstanding the extent of the rights of use granted in individual cases, the contractor shall be entitled to commercially use photos in the context of her presentation on the website or social media page or for wedding fairs. The customer is aware that the contractor's portfolio has commercial value. Customers which refuse such use of the picture material shall agree to an increase of the contract price of 15 %.

### **4.3**

The customer is obliged to place the contractor's name (Barbara Weber Photography) or copyright note in the meaning of the WURA (World Copyright Agreement) clearly and clearly legible (visible), in particular not overthrown and in normal letters, directly to the light picture and to the latter, as follows:

Photo: © Barbara Weber Photography. Marking of the contractor's social media channels (facebook: @barbara.weber.photo instagram: @bweberphoto)

This applies even if the photo is not marked with the contractor's name. In any event, this provision is considered to be a place of contractor's name in the meaning of § 74(3) UrhG. If the image is signed on the front (in the image), the publication of this signature does not replace the contractor's endorsement described above.

### **4.4**

The work of the contractor may not be changed by the client or third party commissioned by the client either in the original or during reproduction. Any imitation, including parts of the work, is not permitted. In the event of an infringement, the contractor shall be entitled to an additional fee of at least 2.5 times the originally agreed fee from the customer.

#### 4.5

The transfer of rights of use granted to third parties and/or multiple uses shall be subject to fee, except when regulated in the first contract, and imply confirmation by the contractor.

### **§ 5 Payment of the fee**

#### 5.1

The remuneration agreed in the contract shall apply. An advance payment of 30% of the agreed remuneration is due immediately upon the reservation confirmation. Two months before the project date, another 30% of the agreed remuneration is due for payment. Payments are due, unless otherwise provided by contractual law, within 7 days of invoicing without any deduction. If the payment date exceeds the original date, the contractor shall be entitled to an additional interest on late payment in accordance with the law without further notice. This provision shall not affect the right to claim any damage beyond that.

#### 5.2

If the order is of cancelled by the customer, a cancellation fee in an amount of 30% of the agreed remuneration shall apply. Should the cancellation of the order take place one month before the agreed project date, the cancellation fee increases by a further 30% to a total of 60%. The possibility of offsetting the cancellation fee against the advanced payment is hereby agreed. In the event of changes or abolition by the customer and/or when the conditions for the performance change, the contractor shall be reimbursed for all costs incurred as a result and the contractor shall be indemnified and held harmless from and against any liabilities to third parties.

### **§ 6 Supplementary benefits**

Unpredictable additional effort shall be required by mutual agreement and, when appropriate, requires post-renewal fee adjustment.

### **§ 7 Liability**

#### 7.1.

The contractor shall be liable for any damage which he himself causes intentionally or grossly negligence. No liability is assumed for slight negligence. This also applies to damages resulting from a positive infringement of the treaty or illegal act.

## 7.2

The compensation of any indirect damage caused by the contractor is excluded. No manner shall be held for defects, damage or only partially executed work due to instructions from the customer.

## 7.3

The contractor shall not assume liability for the violation of rights of depicted persons. The customer shall inform the contractor if individual persons should not agree to the publication of recordings.

## § 8 Privacy

The customer agrees that his personal data required for commercial transactions are stored. The contractor undertakes to keep all information known to him in the context of the contract confidentially. Data shall not be passed on to third parties unless necessary for the performance of the contract and with the customer's consent.

In order to provide my work to my customers I use the service of <https://app.kreativ.management>.

This offers me, in particular, the option of creating master data for the customers/bridal couples, a calendar management, a task/ to-do list, a mailbox for communication between me and my clients, as well as the option of directly offering and billing for the used service.

This service is offered by Kreativ.Management GmbH, with whom I have a licence agreement as well as a - for reasons of data protection- order processing contract.

## § 9 Right of cancellation

### 9.1.

The customer shall have the right to withdraw the contract with the contractor within 14 days without giving reasons. The period of withdrawal shall begin on the date of conclusion of the contract.

### 9.2

In order to enable the customer to exercise the right of withdrawal, the customer must inform the contractor by means of a clear statement (e.g. a letter or e-mail sent with the mail) of his decision to withdraw the contract.

## **§ 10 Delivery and transfer of the picture material**

The contractor shall supply the picture material to the time specified in the tender. The images are transferred only in high resolution JPG format. The contractor is entitled to have the contract executed partly by third parties (laboratories, etc)

## **§ 11 Final provisions**

### **11.1.**

The customer shall not be entitled to withdraw claims from the contract.

### **11.2**

This contract is governed by Austrian law and the application of CISG is excluded. The place of performance is the seat of Barbara Weber Photography (6210 Wiesing) and as place of jurisdiction is Schwaz (Austria) agreed.

### **11.3**

These terms and conditions apply as of 1 January 2021. The German version of these terms prevail the English one.