



General Terms and Conditions of Maria Luise Bauer Photography

§ 1 Scope of application

(1) Maria Luise Bauer, trading under the name "Maria Luise Bauer Photography", Mönshheimerweg 15, 71735 Eberdingen, Germany (hereinafter referred to as "Maria Luise Bauer Photography") is a media company active in the field of photography and film, in particular for families, lovers or in connection with weddings (hereinafter referred to collectively as "shoots").

(2) The services of Maria Luise Bauer Photography are exclusively subject to the following terms and conditions. Deviating terms and conditions of the client are contradicted.

§ 2 Conclusion of contract and content of contract

(1) Product and service descriptions, price lists and advertising materials from Maria Luise Bauer Photography do not constitute legally binding offers, unless expressly stated otherwise, but merely an invitation to the client to submit such an offer. The client makes a binding offer to Maria Luise Bauer Photography to conclude a contract by countersigning and handing over or sending the order form to Maria Luise Bauer Photography. However, a contract and thus a contractual commitment for the individual services is concluded when Maria Luise Bauer Photography expressly accepts the client's offer (e.g. through an order confirmation) or through conclusive action (e.g. agreement on dates for the shooting).

(2) Product descriptions and representations, insofar as they have become part of the contract, are service descriptions, but not guarantees. A guarantee requires the express declaration by the management of Maria Luise Bauer Photography. Any employees of Maria Luise Bauer Photography are not authorized to declare guarantees.

(3) Maria Luise Bauer Photography provides the shoots according to the wishes and specifications of the client, as they emerge in particular from an order form filled out by the client, a performance certificate and/or other concrete agreements in at least text form (letter, fax or e-mail) at contract conclusion. Additional services such as additional copies, as well as the obtaining of rights to the music (copyright and publishing fees) require express agreement in the individual case. The client shall be responsible for obtaining rights for pre-existing works unless otherwise agreed in individual cases. Maria Luise Bauer Photography will inform the client of any provisions to be made by the client in the form of obtaining rights for film music or other pre-existing works. In addition, the client has no claim to the provision of memory cards, templates or other source products such as raw film data or RAW format images.

(4) Maria Luise Bauer Photography is only obliged to consider the client's requests for changes and extensions after conclusion of the contract if they are necessary for technical reasons in order to achieve the purpose of the contract. In the event of a substantial change in the contractual obligations of Maria Luise Bauer Photography for the purpose of subsequent adaptation to the interests of the client, Maria Luise Bauer Photography may charge the client for the necessary additional expenses. The usual hourly and daily rates of Maria Luise Bauer Photography at the time the order is placed are decisive. This also applies to an extensive check as to whether and under which conditions the change or extension is feasible, as far as Maria Luise Bauer Photography has pointed this out in text form.

(5) If the performance of the contractually owed service is possible in partial deliveries (e.g. delivery of the first parts of a series), Maria Luise Bauer Photography is basically entitled to partial deliveries as long as such is not unreasonable for the client. As far as partial services are already determined by individual contract, they are always considered reasonable.

§ 3a Right of revocation for consumers (§ 13 BGB) and sample revocation form

If the contract is concluded outside our business premises (cf. § 312b BGB) or by means of distance selling (§ 312 c BGB) and you - which is usually the case - order our services as a consumer (§ 13 BGB), the following shall apply in your favour:

Cancellation policy

Right of Withdrawal

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is as follows:

1. in the case of a service contract or in the case of a contract for the supply of digital content that is not supplied on a physical data carrier, fourteen days from the date of conclusion of the contract;
2. in the case of a contract for the sale of a single item which may be shipped in a single delivery, fourteen days from the date on which you or a third party other than the carrier designated by you took possession of the goods;
3. in the case of a contract for the sale of several goods which you have ordered under a single order and which are delivered separately, fourteen days from the date on which you or a third party other than the carrier designated by you took possession of the last goods;
4. in the case of a contract of sale for the delivery of goods in several instalments or pieces, fourteen days from the date on which you or a third party other than the carrier designated by you took possession of the last instalment or piece, and
5. in the case of a contract of sale for the regular delivery of goods over a fixed period, fourteen days from the date on which you or a third party other than the carrier designated by you took or took possession of the first goods.

To exercise your right of withdrawal, you must inform us (Maria Luise Bauer, Mönshheimerweg 15, 71735 Eberdingen, Germany, telephone: +49 171 886 9926, e-mail: info@marialuisebauer.com) , of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter, fax or e-mail sent by post). You can use the attached sample revocation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient for you to send the notification of exercising the right of revocation before the expiry of the revocation period.

Consequences of withdrawal

If you revoke this agreement, we shall reimburse you immediately and no later than fourteen days from the date on which we received notice of your revocation of this Agreement for all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund. We may refuse to refund until we have received the Goods back or until you have provided evidence that you have returned the Goods, whichever is earlier.

You shall return or deliver the Goods to us immediately and in any event no later than fourteen days from the date on which you notify us of the revocation of this Contract. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the goods.

You shall only be liable for any loss in value of the goods if such loss in value is due to handling of the goods that is not necessary for testing their condition, properties and functionality.

If, in the case of a service contract, you have requested that the services commence during the withdrawal period, you shall pay us a reasonable amount which corresponds to the proportion of the services already rendered up to the time when you inform us of the exercise of the right of withdrawal with regard to this contract in comparison to the total scope of the services provided for in the contract.

The right of revocation shall expire in the event of a contract for the delivery of digital content that is not on a physical data carrier even if we have commenced the execution of the contract after you have

1. have expressly agreed that we shall commence execution of the contract before expiry of the revocation period and
2. you have confirmed your knowledge that you lose your right of withdrawal by your consent with the beginning of the exe-

cution of the contract.

§ 3b Exclusion of the right of revocation

The right of revocation does not apply to the following contracts:

1. contracts for the supply of goods which are not prefabricated and the manufacture of which is determined by an individual choice or destination by the consumer or which are clearly tailored to the personal needs of the consumer,
2. contracts for the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery or
3. contracts for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts.

§ 3 c Model revocation form

Sample withdrawal form:

(If you want to cancel the contract, please fill out this form and send it back.)

In advance by email to:
Maria Luise Bauer, Mönshheimerweg 15, 71735 Eberdingen, Germany, e-mail: info@marialuisebauer.com

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following services (*)

Ordered on (*)/received on (*)

Name(s) of client(s)

Address of client(s)

Signature of client(s) (only for paper communication)

date

(*) Delete as appropriate.

§ 4 General cooperation obligations and obligations of the client, provisions, contact persons for Maria Luise Bauer Photography, insurance companies

(1) The client supports the work of Maria Luise Bauer Photography in an appropriate manner. In particular, if the client is obliged to achieve the purpose of the contract by providing information, data and/or raw materials (e.g. older photographs of grandparents or childhood pictures for post-processing for a wedding album), the client shall make available to Maria Luise Bauer Photography in a timely manner all information, documents, any necessary consents of third parties as well as any license rights as well as any text, picture and sound material in the quality customary in the industry required for the provision of the services in accordance with the contract. Further individual contractual provisions shall remain unaffected.

(2) The client is obliged to compensate Maria Luise Bauer Photography for any damage resulting from a violation of the obligation to cooperate or provide according to paragraph 1. A time schedule will be adjusted if necessary. Maria Luise Bauer Photography will then set the client - as far as the purpose of the contract is still attainable - a reasonable deadline for the fulfilment of the cooperation or provision obligations. After fruitless expiration of the deadline or as far as such a deadline is dispensable according to the above sentence, Maria Luise Bauer Photography may withdraw from the contract and, in addition to compensation for damages, demand a remuneration that corresponds to the services rendered so far.

(3) The client is informed that Maria Luise Bauer Photography does not take out separate insurance for the items and/or data handed over to Maria Luise Bauer Photography within the framework of the performance of the contract. It is therefore the responsibility of the client to ensure adequate insurance cover for the items and data transferred to Maria Luise Bauer Photography.

§ 5 Subsidiary obligations such as the client's duties of conduct and consideration

(1) The client is obliged not to use the services of Maria Luise Bauer Photography in a way that is unlawful or immoral, to satisfy the legal requirements and to respect the rights of third parties. This includes in particular the following obligations of the client:

1) The client shall ensure that the data transferred by him to Maria Luise Bauer Photography does not violate personal rights or other rights of third parties, in particular trademark rights, company rights and copyrights. The client shall refrain from transmitting data with immoral content.

2) The client ensures in the case of the employment of its collecting mains, diagrams, scripts and programs on the computer system of Maria Luise Bauer Photography that these are not afflicted with errors (e.g. viruses), which are suitable to disturb or frustrate the achievement contribution by Maria Luise Bauer Photography. This also applies to services provided by Maria Luise Bauer Photography to third parties.

The client observes the legal requirements of data protection and data security.

(2) If the client makes materials available in the context of the execution of the contract, which can be encumbered with rights of third parties, he guarantees Maria Luise Bauer Photography to have obtained all necessary rights.

(3) In the case of a breach of duty by the client according to paragraph 1 or 2, Maria Luise Bauer Photography is entitled, in addition to other legal rights, to temporarily remove from the project with immediate effect any content that may be affected (e.g. to not integrate provided content into a wedding album despite instructions from the client). The same shall apply if Maria Luise Bauer Photography is informed by third parties that the client is contributing content in violation of the obligations contained in paragraphs 1 and 2, unless the assertion of an infringement is obviously incorrect.

§ 6 Copyright and rights of use

(1) In the event that the client in connection with services of Maria Luise Bauer Photography provides or transmits content to which he is entitled to copyrights or other rights of use, Maria Luise Bauer Photography is entitled for the duration of the service provision to those acts of reproduction which Maria Luise Bauer Photography must perform in order to fulfill the purpose

of the contract.

(2) The data and contents provided by Maria Luise Bauer Photography may be subject to legal (e.g. copyright) protection. (Copyright) owner is (and remains) the photographer Maria Luise Bauer Photography personally. The client is therefore not permitted to copy, edit and/or distribute these data and contents beyond the right of use granted by Maria Luise Bauer Photography in individual cases.

(3) Unless otherwise agreed, Maria Luise Bauer Photography grants a simple, unlimited and non-transferable right of use to the work in the case of a grant of rights. The client is hereby permitted to reproduce, disseminate and/or make publicly accessible the works, insofar as the respective reproduction or retransmission of the reproductions to third parties (e.g. family members) is free of charge. A transfer for freelance and/or commercial use by the third party is excluded without the separate consent of Maria Luise Bauer Photography.

(4) In case of utilization by the client, Maria Luise Bauer Photography must be referred to (photographer: Maria Luise Bauer), see § 13 UrhG. Furthermore, the client may not change or falsify any references to their authorship inserted by Maria Luise Bauer herself without the consent of Maria Luise Bauer. In the case of permissible exploitation, alteration or combination of works, the client shall provide the newly created work with references to the authorship of Maria Luise Bauer Photography to a reasonable extent.

(5) The acquisition of any right of use by the client and/or the ownership of goods (e.g. printed images, DVDs) is subject to the condition precedent of full payment of the remuneration owed.

(6) The Client shall not be granted any right to use raw materials such as RAW files.

§ 7 Dates, Deadlines and Obstacles to Performance

(1) Delivery dates or periods which can be agreed as binding or non-binding require at least agreement in text form (e.g. letter, fax or e-mail).

(2) If the cooperation of the client is necessary or agreed for the provision of services by Maria Luise Bauer Photography, an agreed delivery time shall be extended by the time the client has not fulfilled his obligation, plus an appropriate start-up time for the resumption of the provision of services by Maria Luise Bauer Photography.

(3) In case of delays due to

- (a) changes in the client's requirements; or
- (b) insufficient material provided by the client

the delivery or performance periods shall be extended accordingly.

(4) If the client commissions changes or additions that are not of a minor scope, dates and deadlines that were based on the original subject matter of the contract shall lose their validity.

(5) Photographic work shall be delivered within 8-10 weeks after performance, video work shall be delivered within 14 weeks.

§ 8 Adjustment of remuneration in the event of subsequent changes to the scope of services

(1) If the parties agree on subsequent changes to the scope of services, Maria Luise Bauer Photography has the right to adjust the remuneration. The adjustment of the remuneration is based on the imputed basis of the already agreed remuneration regulation.

(2) Irrespective of the right of Maria Luise Bauer Photography according to paragraph 1, the parties can already regulate the effects on the amount of remuneration and the agreed deadlines in the event of an agreement on the implementation of a subsequent change in the scope of services.

§ 9 Prices, due dates and payment modalities

(1) The contractually agreed prices shall apply. Partial payments and payments on account are only possible insofar as this has been contractually agreed. Unless otherwise agreed, the following due dates shall be deemed to have been agreed within the framework of shoots:

1200,00€ reservation fee after placing the order and

Remaining amount within 10 days after completion of the recordings.

(2) Unless otherwise agreed, invoices are due 10 days after invoicing without deduction.

(3) A payment is only considered to have been made when Maria Luise Bauer Photography can dispose of the amount.

(4) The prices of Maria Luise Bauer Photography are to be understood as final consumer prices, i.e. including value added tax, if any.

§ 10 Acceptance

(1) The contractual conformity of the work created by Maria Luise Bauer Photography (e.g. picture series) is confirmed by its acceptance.

Maria Luise Bauer Photography has creative and artistic freedom in the design and processing of photos and videos. The works are carried out according to the online portfolio shown and are subject to artistic freedom.

(2) The acceptance procedure begins after Maria Luise Bauer Photography has informed the client that the work is ready for acceptance.

(3) Acceptance shall be deemed to have taken place even without formal acceptance if

a) the client has put the work into use or has passed it on to third parties or granted sub-licences to third parties, even if this has violated licence conditions,

b) the client has not objected within fourteen days of the inspection in accordance with § 11 to any deviations which may hinder acceptance, or

c) the client has not notified Maria Luise Bauer Photography of such defects within four weeks of notification of readiness for acceptance.

(5) The client is only obliged to partial acceptance if this has been contractually agreed. Partial acceptance can be agreed in particular for service parts that can be used separately by the client. The possible interaction of parts accepted in part with parts to be accepted later shall be checked within the framework of a final acceptance.

§ 11 Inspection by the client

(1) The prerequisite for each (partial) acceptance is a successful inspection of the work by the client. Unless otherwise agreed, the presumed quality of the photographs shall be determined in individual cases in artistic terms from the cross-section of the work of Maria Luise Bauer Photography, which may be inspected on her website Maria Luise Bauer Photography when the order is placed. Maria Luise Bauer Photography invites you to a presentation or provides the client with a test version of the work or part of the work (e.g. the photo series in a password-protected area on its own website). The use of the work within the scope of the examination shall not be deemed acceptance. Any defects preventing acceptance shall be recorded in an acceptance protocol in at least text form (letter, fax or e-mail). The recorded deviations will be corrected at short notice by Maria Luise Bauer Photography. The revised version will be accepted by the client in a further presentation or on the basis of a further test version. At the request of Maria Luise Bauer Photography, the client is obliged to return any copies of the work that have been handed over to him for examination.

(2) The client is responsible for organising the inspection. Maria Luise Bauer Photography supports the client with the test execution, if necessary.

(3) The examination shall be terminated at the latest if the client has not objected to any deviation hindering acceptance within a period of ten working days after renewed presentation or delivery of the current test version.

§ 12 Liability

(1) Maria Luise Bauer Photography shall pay compensation or compensation for futile expenses, regardless of the legal basis (e.g. from legal and similar contractual obligations, breach of duty and tort), only to the following extent:

a) The liability in case of intent and warranty remains unlimited.

b) In case of gross negligence Maria Luise Bauer Photography is liable.

aa) towards entrepreneurs in the amount of the typical damage foreseeable at the time of conclusion of the contract, insofar as it is not such an essential obligation, the fulfilment of which makes the proper execution of the purpose of the contract possible in the first place and on the observance of which you may therefore regularly rely (so-called cardinal obligation), however

bb) towards consumers also for gross negligence unlimited.

c) If Maria Luise Bauer Photography violates a cardinal obligation due to simple negligence, Maria Luise Bauer Photography is liable only to the extent of the damage typically foreseeable for Maria Luise Bauer Photography at the time of conclusion of the contract.

d) If Maria Luise Bauer Photography is in delay with her performance, Maria Luise Bauer Photography is also liable for coincidence, unless the damage would also have occurred with timely performance.

e) In all other respects, liability by Maria Luise Bauer Photography for simple negligence is excluded.

(2) Maria Luise Bauer Photography reserves the right to object to contributory negligence. They have the obligation to back up data according to the current state of the art. The liability for data loss is therefore limited by the typical restoration effort with (possibly assumed) protection of your above data backup obligation. This is measured according to the damage that would have occurred if reasonable security measures had been taken (e.g. making backup copies).

(3) Insofar as the liability of Maria Luise Bauer Photography is excluded or limited, this also applies to the personal liability of employees, representatives and any vicarious agents of Maria Luise Bauer Photography.

(4) The above paragraphs of § 12 (Liability) do not apply in the case of injury to life, limb, health and claims under the Product Liability Act.

§ 13 Client's right of termination prior to completion of the work

Until the completion of the work, the client may only terminate the contract for good cause by waiving § 648 BGB (German Civil Code). Otherwise § 648 BGB applies.

§ 14 Data protection

(1) The data provided by the client will be stored and processed by Maria Luise Bauer Photography exclusively for the purposes arising from this contract in compliance with the relevant statutory provisions of data protection.



(2) The personal data of the clients, i.e. their inquiries, any e-mail correspondence in connection with the order as well as contract and invoice documents together with the photographs and photographic works created will be stored by Maria Luise Bauer Photography for the duration of the (in particular tax) legal obligation. The legal basis is therefore Article 6 (1) sentence 1 lit. c DS-GVO. However, after 2.5 years these personal data will be stored separately from personal data processed within the framework of ongoing projects.

(3) The photographs and photographic works created will also be stored (beyond the standard of justification in paragraph 2) for the duration of the respective copyright protection even after Maria Luise Bauer Photography has completed her work, in order to be able to provide proof of authorship at a later date if necessary in order to safeguard her legitimate interests as an author. The legal basis for the storage is therefore Article 6 (1) sentence 1 lit. f DS-GVO. However, after 2.5 years these photographs and photographic works will be stored separately from photographs and photographic works created within the framework of ongoing projects.

§ 15 Reference to European Online Dispute Resolution Platform, reference within the meaning of § 36 CDB Act

(1) According to EU Regulation No. 524/2013 on Online Dispute Resolution in Consumer Matters, consumers have the option of settling disputes with companies in connection with online sales contracts or online service contracts out of court via an online platform (OS platform). This platform was set up by the EU Commission and made accessible via the following link: <http://ec.europa.eu/consumers/odr/>.

(2) Maria Luise Bauer Photography is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board (cf. § 36 VSBG).

§ 16 Applicable law

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the client is a consumer (§ 13 BGB), mandatory provisions of the state in which the client has his habitual residence shall remain unaffected.

As of: June 2018