



GENERAL TERMS AND CONDITIONS

§ 1 General

The following General Terms and Conditions (hereinafter referred to as General Terms and Conditions) apply to all offers, orders, deliveries and services carried out by contare.media / Gabriel Pielke (hereinafter referred to as contare.media).

The General Terms and Conditions are deemed to be agreed and legally effective upon receipt of the delivery or service from contare.media by the customer, as well as through written or oral order confirmation.

If the customer wishes to object to the General Terms and Conditions, this must be declared in writing within three working days of receiving the offer, but at the latest three working days before the start of the service.

Differing terms and conditions of the customer are not valid unless contare.media accepts them in writing.

These General Terms and Conditions apply to all future offers, orders, deliveries and services from contare.media as part of an ongoing business relationship, even without express inclusion.

§ 2 Placing an order

contare.media takes on orders for the conception, production, post-production and design of film, video, photo, image and audio material, as well as complete audio-visual productions with editorial content, for film and photo production, for conception and production - and three-dimensional visual representations, as well as the conception and execution of media communication in social networks.

For each order placed, contare.media creates a written offer based on the content requested by the customer. If no written offer is made, oral agreements are considered binding.

Offers from contare.media are non-binding as long as orders have not been confirmed in writing by contare.media or contare.media has begun to provide the service.

§ 3 Obligations of the customer

By placing the order, the customer undertakes to provide contare.media with the required image and sound material that can be edited in accordance with industry standards in the agreed data format in a timely manner to ensure that the order is executed on time.

If the material provided does not meet the stated requirements, contare.media is entitled to refuse to carry out the order and to withdraw from the contract if the customer fails to make improvements.

Defective or non-compliant source material entitles contare.media to submit a new offer, provided that the fulfillment of the services requested by the customer requires increased technical and/or time effort and/or the general conditions and content have changed.

If the customer delivers the source material late, the processing deadline for contare.media will be delayed accordingly. If the deadline is significantly exceeded, contare.media is entitled to refuse to carry out the order and to withdraw from the contract.

The customer undertakes to release contare.media from any claims by third parties due to infringement of their rights. To this end, the customer must ensure that material handed over to contare.media for processing is free of any third-party rights (in particular property rights, ancillary copyright rights and personal rights, as well as rights to one's own image) and/or the rights have been granted to the necessary extent.

If delivery of the source material in accordance with the contract is impossible due to circumstances for which contare.media is not responsible, all costs incurred up to the time the relevant circumstances occur must be borne by the customer.

If contare.media's activities are carried out on the customer's premises, the customer undertakes to ensure a working environment in accordance with applicable labor law.



If contare.media transfers technical equipment or tools to the customer's premises to carry out the commissioned activities, tenancy law applies to these objects and the customer, as a tenant, undertakes to maintain and secure the condition of the objects at the time of bringing them into the premises, excluding normal wear and tear resulting from use.

The customer further undertakes to adequately secure equipment and tools brought into his premises by contare.media against misuse, damage or loss and is liable in the event of damage in the amount of the replacement value.

If an internet connection is necessary for contare.media to carry out the work, e.g. as part of live streaming, the customer must make this available at sufficient speed and in a fail-safe manner. contare.media cannot be held liable for transmission errors, interruptions or failures of the Internet connection - unless they are directly responsible for the error, failure or interruption.

§ 4 Delivery

Delivery dates and deadlines must be in writing to be valid. Unless expressly agreed otherwise, they are to be understood approximately.

contare.media processes orders according to industry standards. It is delivered in the agreed data format and on the agreed data medium in a technically perfect (broadcast-able) condition.

If contare.media acquires its own copyrights or ancillary copyrights through the execution of the order, contare.media does not grant the customer the necessary rights of use (unless otherwise contractually stipulated) within the scope of the purpose of the contract, neither in terms of space nor time (see §7).

contare.media decides which employees are deployed and reserves the right to replace them at any time. contare.media can also use freelancers and other companies to fulfill the order and is liable for their fault as well as its own fault.

If the contractual partner uses its own or external personnel to provide its services, these persons are not authorized to give instructions to the permanent or freelance employees of contare.media. All additional costs incurred by external workers, such as travel costs, higher wages and the like, are borne by the customer. The contractual partner is also responsible for compliance with the legally regulated working hours, as well as other legal regulations that exist to protect the employee, in particular the Occupational Safety and Health Act. Work processes that are due to compliance with legal regulations are at the expense of the contractual partner.

Data carriers used by contare.media for delivery remain the property of contare.media until the remuneration owed has been paid in full.

contare.media keeps a copy of the services provided for the customer for an agreed period of time. Unless a period has been agreed, copies and source materials (unless they are returned to the customer) will be destroyed/deleted no earlier than 30 days, but no later than one year after order fulfillment and delivery.

Archiving of material and services provided for the customer can be agreed upon for a fee.

The risk is transferred to the customer upon delivery of the service. If shipping is desired (including digitally), the risk is transferred to the service provider responsible for shipping when the service is handed over. Unless otherwise agreed, shipping is uninsured. contare.media cannot be held liable for damage or loss of services during shipping.

contare.media is not obliged to release files and/or material created to produce the service to the client. If the client wishes the release of files and raw material, this must be agreed upon and paid for separately.



§ 5 Prices & Payment

Unless otherwise stated, all contare.media prices are net prices plus the statutory sales tax of 19%.

Freight, customs, courier or other shipping costs are not part of the offer and are calculated separately.

The fees and prices agreed with the customer in the offer apply under the following conditions:

- Full working day = up to 8 hours plus breaks: 100% of the daily rate
- Half working day = up to 4 hours plus breaks: 70% of the daily rate
- From the 5th working hour, the working day is considered a full working day.
- From the 10th hour of work onwards, an overtime surcharge of 25% applies
- From the 12th hour of work onwards, an overtime surcharge of 100% applies
- A night surcharge of 25% applies to night work between 10 p.m. and 6 a.m.
- A surcharge of 50% applies to work on Sundays and public holidays

Additional work can only be ordered by the contractual partner after approval by contare.media.

The contractual partner is prohibited from negotiating working conditions with the employees or freelancers of contare.media or poaching them.

Costs and expenses incurred as a result of the order (e.g. equipment rental, material costs, travel costs, etc.) are not included in the fee and must be reimbursed by the client with a surcharge of 15%

If services are provided outside of contare.media's headquarters (from the 21st kilometer), travel costs of EUR 0.40 per kilometer for the outward and return journey will be charged for journeys by car. When traveling by other means of transport, the customer bears the cost of 2nd class tickets.

Expenses are calculated in accordance with the current expense rates and are borne by the customer.

The agreed fee must be paid in full even if the services commissioned and provided or materials delivered are not used by the customer.

contare.media is entitled to invoice the contractual partner for the artists' social security fund contributions, as well as fees for collecting societies and taxes on foreign artists, plus a fee.

If the customer cancels an order, an appropriate cancellation fee must be paid. The following apply as guideline values:

- up to 1 week before the start of the service/use: 25% of the order value
- up to 2 days before the start of the service/use: 80% of the order value
- within one day before the start of the service/use: 100% of the order value

contare.media has the right to terminate contracts for good cause, even at an earlier point in time, without observing a notice period, e.g. if

- Insolvency proceedings are opened against the contractual partner
- the contractual partner merges or his ownership of his share changes by at least 25%
- the country in which the contracting party is based becomes involved in a civil war or armed hostilities (even if war has not been declared) or the country is wholly or partially occupied by another power.

Unless otherwise agreed, all payments are to be made immediately from the invoice date and without deductions.

Invoice complaints must be made within seven days of receipt of the invoice. After this period has expired, the invoice is considered accepted. Complaints do not lead to the cancellation of the due date.

Payments due will be reminded after 15 days of late payment. After 30 days of late payment, flat-rate reminder fees of EUR 40 as well as default interest of 8% above the base interest rate will be charged. If payment is delayed further, debt collection or legal dunning proceedings will be initiated. Any costs incurred for this are borne by the creditor.

If a customer defaults on payment in whole or in part, all claims of contare.media are due for immediate payment.

Before full payment of all invoice amounts due, including late payment interest and reminder costs, contare.media is not obliged to provide the customer with any further services under an ongoing contract.



contare.media reserves the right to provide services to customers who have already defaulted on payment in the future only against advance payment.

§ 6 Warranty and liability

The customer undertakes to immediately check the services provided by contare.media for proper execution and any defects. Any defects identified must be reported to contare.media immediately in writing.

The customer is not entitled to any rights due to defects caused by improper use of the service by the customer. As part of the contract, contare.media is entitled to rework and eliminate the defects caused by the customer free of charge, provided this is requested by the customer and the defects were reported in accordance with §6.1 and do not correspond to §6.2.

contare.media is only obliged to make improvements within the scope of the options available to it or stipulated in the contract. Content corrections will be carried out within the scope of the possibility for a fee.

If repairs are not possible or fail, the customer is not entitled to reduce the remuneration or withdraw from the contract. In the case of insignificant defects, the right to withdraw from the contract is excluded.

If a withdrawal from the contract is declared, a claim for compensation instead of performance is excluded.

contare.media is exempt from liability for any damages unless the customer is a consumer and the damages were not caused by grossly negligent or intentional actions.

If contare.media is fundamentally liable, liability for consequential damage and damage caused by delay is limited to the average damage that is foreseeable and typical for the contract, depending on the type of service.

contare.media can only be held liable for its own fault, intent or negligence. Third-party services necessary to fulfill the order must be held exclusively by the respective contractor.

Contare.media has no liability whatsoever for text and image material (concepts, designs, drafts, etc.) that were released to contare.media by the client to carry out the work.

The customer undertakes to check the admissibility of the work under competition and trademark law before it is used in commercial transactions.

Complaints of any kind must be reported to contare.media in writing immediately, but no later than 10 days after delivery of the service. After this period has expired, the delivery is deemed to have been accepted free of defects.

§ 7 Production of a work in accordance with Section 631 of the German Civil Code (contract for a work)

If the services of contare.media correspond to the production of a work in accordance with Section 631 of the German Civil Code (BGB), a concluded contract is considered a contract for a work.

Every service produced by contare.media within the framework of a contract for a work is subject to copyright, to which the granting of rights of use to the work services is subject.

The provisions of copyright apply even if the level of creativity required under Section 2 of the Copyright Act has not been reached.

All designs and services created as part of a contract for a work and provided to the customer may not be changed in the original or in reproduction without the express, written consent of contare.media. Imitations, even in parts, are not permitted. Reproductions require written permission and a separate agreement from contare.media. If these provisions are violated, contare.media is entitled to demand a contractual penalty of twice the agreed remuneration.

contare.media transfers to the client the rights of use required for the respective purpose. Unless otherwise agreed, only the simple right of use is transferred. Passing on the usage rights to third parties requires the written approval of contare.media. Rights of use are only transferred after the remuneration has been paid in full.

If no duration is specified contractually or in writing for the right of use, a right of use is deemed to be agreed for 1 year (365 days) after delivery to the customer.



If reproduction has been agreed, contare.media has the right to be named as the author of any reproduction. A violation of this right entitles contare.media to compensation of 100% of the agreed remuneration, unless higher damage can be proven. The right to claim higher damages upon proof remains unaffected.

Collaboration on the work contributed by the client does not constitute co-copyright and has no influence on the amount of remuneration.

Upon delivery of the work, the client is only granted the rights of use, but the ownership rights are not transferred. The agreement also applies to submitted designs.

Unless expressly agreed otherwise, the work (in the original) must be returned to the author without damage after the rights of use have expired. If the work is damaged or lost, the client must bear the costs incurred in restoring the originals. The assertion of further damages remains unaffected.

Within the framework of a contract for a work, there is freedom of design. Complaints regarding the artistic design are excluded. If the client requests changes during or after production, he must bear the additional costs. contare.media reserves any claim to compensation for work that has already begun.

§ 8 Confidentiality

The customer's personal data is stored and used by contare.media exclusively to fulfill the contractually agreed services and to maintain a business relationship.

The contractual partners undertake to treat all knowledge of confidential information and trade secrets of contare.media acquired in the course of fulfilling the order as confidential for an unlimited period of time and to only use it within the framework of fulfilling the order. The trade secrets of contare.media include, in particular, the services (advice, production, etc.) and prices provided in accordance with these conditions. The contractual partner may only make contract-relevant information accessible to employees and other third parties to the extent that this is necessary to exercise the authority of use granted by him; Otherwise, he keeps all information secret. He will inform all persons to whom he grants access to contract-relevant information in writing about contare.media's rights to secrecy and will oblige them in writing to comply with the confidentiality obligation.

Saved data can be deleted at any time if desired.

contare.media reserves the right to use data for acquisition, recommendation and information purposes. The customer can object to this use in writing at any time.

You can order contare.media newsletters for various subject areas on the contare.media website, via links in emails or by personal confirmation. This can be objected to at any time in writing or via a link in the newsletter.

Data transmission over the Internet, such as communication via email, can have security gaps. contare.media cannot be held liable for damages that may arise from unsecured data transfers.

contare.media is irrevocably entitled to use the production or parts thereof, insofar as contare.media is entitled to copyright, with no time or location restrictions and free of charge for the purpose of self-presentation/ reference in all media and distribution channels, including the customer's company logo.

§ 9 Use of artificial intelligence / server data storage

contare.media reserves the right to use artificial intelligence to fulfill its services to the customer. This can be text or image-generating, change image or video files, generate or change audio, and carry out translations and localizations.

In order to use artificial intelligence, it may be necessary to upload the customer's image, sound or text materials to servers outside the EU. contare.media cannot be held liable for any damage caused by the use of artificial intelligence and the necessary outsourcing of files. contare.media weighs the use and upload to the best of its knowledge and belief and tries to identify and ward off possible dangers in advance.

If there is a legal obligation to do so, contare.media will mark image, sound and text material generated or modified by artificial intelligence accordingly and inform the customer about this. However, there is no fundamental obligation to label and inform the customer.



contare.media also uses platforms and service providers whose servers are located outside the EU for data transfer. contare.media cannot be held liable for use or any resulting damage. The use does not have to be announced to the customer in advance.

At the customer's request, the use of artificial intelligence and data storage on non-EU servers can be omitted. If this involves additional costs or effort, contare.media reserves the right to pass these on to the customer.

§ 10 Final provisions

Unless otherwise agreed in these General Terms and Conditions, the collective agreement for film and television professionals (TV FFS) of January 1, 2011 applies to cooperation with contare.media.

The law of the Federal Republic of Germany applies as agreed, even when services are provided abroad.

Subsidiary agreements to contracts or these General Terms and Conditions must be in writing to be effective.

The possible nullity or ineffectiveness of one or more provisions of these General Terms and Conditions does not affect the effectiveness of the remaining provisions. The parties undertake to replace the invalid provision(s) with an appropriate, effective provision(s) that comes closest to the intended regulation in economic and legal terms.

contare.media reserves the right to change these terms and conditions at any time and without notice. These General Terms and Conditions can be viewed at any time at <https://contare.media> or can be requested from contare.media by email or post.

The place of performance and jurisdiction is the registered office of contare.media, Cologne, Germany.

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