

## **General Terms and Conditions** (English translation)

### **1. Contracting party**

Your contracting party is:

Maike Thorun Pictures & Design – Owner: Maike Thorun

[www.thorun.de](http://www.thorun.de) / [www.buy-a-picture.de](http://www.buy-a-picture.de) / [www.show-your-horses.eu](http://www.show-your-horses.eu)

Aegidienberger Str. 33, 53604 Bad Honnef – Aegidienberg, Germany, Tel. 02224 – 989900

### **2. Scope of application**

The following conditions apply for all offers, purchase orders, deliveries and services carried out by us. They shall be as agreed with sending the order. Any deviating terms of the client shall be valid only if confirmed in writing by us. Contradictions by the client must also be in writing.

### **3. Conclusion of contract**

In our webshop ([www.buy-a-picture.de](http://www.buy-a-picture.de)) the buyer gives a binding order with clicking on the "jetzt kaufen" ("buy now") button. The automatically transmitted email is no acceptance of the contract, but is to be understood as a confirmation of receipt. The order becomes valid either by that we send a personal email or by sending the goods.

For all other contracts an order becomes a valid contract if confirmed in writing by us resp. at the latest with delivery or publication.

### **4. Pricing**

As we make use of § 19 UStG (so called "small business rule"), we are not allowed to show VAT in our invoices. Our prices therefore are all-in prices without extra charges. All prices are subject to change.

If the ordered goods are to be shipped, the price increases by the shipping.

#### **4a. Prices for private and commercial use**

The below listed rates are for private use as well as for commercial use of the pictures/artwork:

- Print format 13 (approx. DIN A5): 8 Euro / pc.
- Print format 20 (approx. DIN A4): 12 Euro / pc.
- Print format 30 (approx. DIN A3): 24 Euro / pc.
- Print 40x60cm: 39 Euro / pc.
- Print 50x75cm: 49 Euro / pc.
- Print on aluminium composite approx. 20x30cm: 35 Euro / pc.
- Print behind plastic glass (e.g. acrylic glass) approx. 20x30cm: 39 Euro / pc.
- iPhone cover: 35 Euro / pc.
- Webfile (size: 500x333px): 15 Euro / pc.
- High resolution file: 25 Euro / pc.
- Taking product pictures for webshops: at actual costs
- Creating layouts, composings/collages, stall signs, roll-ups, advertisements, etc.: at actual costs
- Image editing / retouching work (e.g. removing pylons, adding sand): at actual costs

#### **4b. Prices for online and print media**

For media (editorial publications in online and print media, books, etc.) and especially the images offered in our photo agency sector applies the following: Rates have to be agreed with us before publication expressly and in writing. If in doubt we follow the current MFM-list of the "Mittelstandsgemeinschaft Foto-Marketing". Agreed rates are for single-use. For re-use the fee incurs again.

#### **4c. Vouchers**

When winning or purchasing a voucher – unless expressly indicated otherwise – applies a max. validity of two years from the date of issue. A payout of the equivalent value is excluded.

#### **4d. Advertisements at Show your Horses**

For the publication of an advertisement at Show your Horses apply the following rates (premium placements will be published before standard placements):

- Single page (portrait) per 1 issue in standard placement: 59 Euro
- Single page (portrait) per 1 issue premium placement: 79 Euro
- Double page (landscape) per 1 issue in standard placement: 99 Euro
- Double page (landscape) per 1 issue in premium placement: 139 Euro
- Front page per 1 issue: 199 Euro (the front page will be used completely or in details for promotion purposes for the magazine and therefore has a significantly higher promotional factor)

We are authorized to reject the publication of advertisements without reason.

### **5. Payment**

Payment must be made in full prior to delivery. Not or only partly paid orders will not be delivered resp. published.

Payments can be made via bank transfer to our bank account or by Paypal. We retain title to all goods until all claims for payment against the client under the business relationship have been satisfied by the client in full.

## 6. Delivery

- Shipping in Germany: 5 Euro
- Shipping in the Europ. Union: 7 Euro
- Shipping worldwide: upon request
- When purchasing digital products delivery can be made by email or downloadlink. In this case shipping is free of charge.

Despatch conditions: Ex works - DAP Aegidienberger Str. 33, 53604 Bad Honnef, Germany (according to Incoterms 2010). Possibly incurring duties and taxes are to be borne by the client.

Shipping takes approx. 1-3 weeks. If the delivery time differs, the client will be informed about the expected delivery date within 14 days after receipt of payment.

Liability for late or non-delivery is excluded.

Hint: Before delivery the images will be cropped by us optimally to avoid not necessary background. Please inform us with your order if you do not want us to do this. Besides please take into account that on all prints approx. 3% of all around the picture will be cropped due to production-related reasons.

## 7. Usage rights

Please consider that „third parties“ as herein mentioned are also breeder, owner or exhibitor of the animal as well as your own family, friends or the buyer of an animal, or newspapers, journals and publishing houses.

All herewith listed and agreed rates (applies also for shootings and ranch portraits) do not apply for an exclusive use of the pictures and layouts unless expressly and in writing agreed otherwise. The client accepts further use of the images by the photographer without time limit. Exclusive usage has to be agreed expressly and in writing and requires an extra charge of min. 100% of the fee in question.

### 7.1 Usage rights printed products

With buying paper prints or other printed products you acquire the following usage rights:

- Usage of the printed product itself
- Free transfer of the printed product itself to third parties (gift)

The following is not permitted if not expressly indicated otherwise:

- Scanning / digitalizing of the image
- Usage in the internet
- Duplicating the image
- Resale of the print
- Portraying or drawing the image / scene

### 7.2a Usage rights digital files (high resolution)

With buying a file you acquire the following usage rights (a single-user-license is included):

- Publication of the image on your own website
- Printing the picture incl. transfer of the prints to third parties with reference to the a.m. conditions
- Usage in sale or breeding advertisements, stallion catalogues for your own use

The following is not permitted if not expressly indicated otherwise:

- Free transfer of the file to third parties
- Resale of prints resp. printed products or of the file itself to third parties
- Transfer the usage rights to third parties (this applies also when the animal itself is sold on
- Transfer of the file to online or print media or publishing houses for editorial use / reporting
- Editing / modifying / transforming the image
- Portraying or drawing the image / scene
- Usage in calendars or for photo contests

### 7.2a Usage rights digital files (webfiles)

The same rights and restrictions valid for the high resolution files apply for the webfiles. Except that the usage of the webfile in any printed form is not permitted.

### 7.3 Usage rights media and printed material

With the purchase you acquire the following usage rights:

- Single use for publication in the agreed medium, publication resp. data medium

Immediately after the publication we expect to receive a voucher copy free of charge.

The following is not permitted if not expressly indicated otherwise:

- Multiply use
- Any transfer to third parties (applies also to affiliated companies)

- Besides the a.m. exclusions according to the "usage rights for digital files" do apply

#### **7.4 Usage rights layouts and publications at Show your Horses**

Rates for creating a layout do just include the solely creation. A transfer of the file to the client – or the layout as a printed product (e.g. paper prints) – occurs just when purchased additionally. This applies also if the layout is created for the publication at Show your Horses.

#### **8. Copyright**

The photographer has the right to be named with any publication of his images. For this reason we deliver our pictures usually – unless expressly indicated otherwise – with the photographer's logo. However, please make sure to name the photographer with each publication in the internet as well as with prints (applies also for journals, books, flyers, advertisements etc.). Besides buy-a-picture is to be named as photo agency in the file source. The source could be given e.g. as follows: "Photo: Roberto Robaldo / buy-a-picture.de" or "Photo: Maike Thorun / buy-a-picture.de". The source has to be stated without doubt of the correct assignment to the picture.

If you require pictures without logo or if you do not want to name the photographer resp. the agency, we would like to ask you to contact us BEFORE the purchase so that we can come to an agreement.

In case of the publication of advertisements the advertiser is responsible for the naming of the origin of sources. We do not carry liability when this proof is not given.

#### **9. Special services**

##### **9.1 On site shooting**

When concluding a model release contract we charge 100 Euro per animal at each appointment. For four and more animals at the same appointment the prices decreases to 80 Euro per animal. Depending on the agreement we can invoice you instead for our daily rate for services of 440 Euro (per photographer).

A driving charge of 0,30 Euro per driven kilometre will be invoiced. If an overnight stay is necessary the client provides at his costs food and a clean accommodation for the photographer team.

Type and extend of the shooting will be agreed between client and photographer before, as well as the number of the pictures included in the shooting price. If the client is interested in additional pictures taken at the shooting the client can purchase them with reference to our regular price list.

##### **9.2 Ranch portrait**

For a ranch portrait the same driving charges as for a on site shooting do apply. The charges for the shooting itself depend on the requested extend.

##### **9.3 Event service**

As part of our event service we take pictures of the competitors during their run and capture the atmosphere of the event with candid. We offer this service for traditional horse shows as well as for other events (e.g. open days, anniversaries).

Costs and benefit for the organizer:

- Driving charge of 0,30 Euro per driven kilometre
- Organizer provides at his costs food and a clean accommodation for the photographer team
- Hint in the program regarding the buy-a-picture team as official photographer for the event
- In return the organizer gets a selection of pictures for press coverage of the event
- The organizer on the other hand guarantees unrestricted and exclusive marketing rights for our images

Costs and benefit for the competitors:

- The pictures can be purchased in our web shop
- Depending on the agreement we have a point of sale on site where the pictures can be viewed and ordered during the event

#### **10. Revocation**

You have the right to cancel this contract within fourteen days without giving a reason. The revocation period is fourteen days from the date of conclusion. To exercise your right of cancellation, you must contact us (Maike Thorun Pictures & Design, Inhaberin: Maike Thorun, Aegidienberger Str 33, 53604 Bad Honnef - Aegidienberg, Deutschland, Telefon: 02224 989900) by means of a clear statement (e.g. as a consigned postal mail, fax or email) of your decision to withdraw from this contract. You may use the attached model withdrawal form, but it is not compulsory. To meet the cancellation deadline, it is sufficient that you send your communication concerning the exercise of the right before the withdrawal deadline.

Effects of withdrawal

If you withdraw from this contract, we will reimburse all payments we receive from you, including delivery costs (except for the additional costs arising from the fact that you chose a different method of delivery than the cheapest standard delivery method offered by us) and repay immediately at the latest within fourteen days from the date on which the notice is received through your cancellation of this agreement with us. For this repayment we use the same method of payment that you used in the original transaction, unless agreed otherwise; by no means you will be charged for fees for such repayment. We may refuse reimbursement until we have received the goods back, or until you have demonstrated that you have returned the goods, whichever is the earlier. You have to send back or hand over the goods promptly and in any event not later than fourteen days from the date on which you notify us of any cancellation of this contract. The deadline is met if you send the goods before the

expiry of the period of fourteen days. You bear the direct costs of returning the goods. If you require that a services or delivery should begin during the withdrawal period, so you have to pay us a reasonable amount which meets the already carried out services compared to the overall scope of the services according to the contract at the date on which you notify us of the right of cancellation in respect of this contract.

#### Exceptions

According to §312g paragraph 2.1 + 2.6 the right of withdrawal does not apply for contracts for the supply of goods which are not prefabricated and for their production an individual choice or determination by the consumer is required or which are clearly tailored to the personal needs of the consumer as well as for contracts for the delivery of audio or video recordings or computer software in a sealed package, if the seal is removed after delivery.

#### 11. Warranty and liability

If you are – contrary to expectations – not satisfied with a delivery, please contact us! On our website you will find a contact form.

With regard to the publication of images we would like you to consider that depending to the use a Model Release or a Property Release is necessary. Unless expressly and in writing agreed otherwise, these releases are not included. The buyer is solely responsible to obtain these approvals.

We carry no liability for the accuracy of content especially when creating or publishing advertisements or layouts. Also the liability for consequential damage is excluded – especially when no printing data control by the printer is ordered.

#### 12. Contractual penalties and compensations

Each use, exploitation, duplication, distribution and publication (this applies also for watermarked images) is subject to payment and requires our prior and explicit allowance. Any violation resp. not allowed publication resp. distribution, modification of files, unauthorized removal of the photographer logo or other violations of the usage rights will be charged with the 5fold of the regular rate.

If no or an incomplete image source (designation of author and agency) is published or if it cannot be assigned unambiguously to the picture, the rate will be re-charged with 100%.

#### 13. Miscellaneous

Place of fulfilment for contracts concluded with us is D-53604 Bad Honnef (Germany). Court of jurisdiction is Bonn (Germany). Contractual language is german. The application of german law is agreed, even if the client is abroad. United Nations Convention on Contracts for the International Sale of Goods is excluded.

If any or more of the provisions or parts of the provisions contained in these General Terms and Conditions are or should become invalid or if the contract is incomplete, this shall not affect the validity of the remaining provisions thereof.