

Terms of Service

The following terms and conditions apply to all contractual relationships and business relationships between the client and ConcepTV Medienservice und -produktion Christian Schreder (referred to below as the contractor). Differing conditions of the client will only be effective through our written confirmation.

By placing an order, the client accepts our terms and conditions. A repetition of the terms and conditions is not mandatory in the order.

General

The contractor advises the client to the best of his knowledge and belief in the performance of the service contract. The contractor works according to the level of knowledge and knowledge available to him at the time the order is placed. The contractor may carry out the work himself, with personnel or with subcontractors under his direction.

contract award

The contractor may change offers at any time if he comes to the knowledge of any additional costs. The offer is binding only after the order has been placed. The order must be made in writing. Changes and deviations from the original order placement are only possible in writing and require the confirmation of the contractor.

leadership

The contractor will be responsible for the assigned work described in the contract. He represents the client in relation to the order to third parties. He manages and organizes the necessary work. In urgent cases and to avert damages, the contractor acts on behalf of the client and can also issue instructions to third parties on behalf of the client.

schedule

The contractor will allow sufficient time for the contractor to properly complete each phase of his work. An agreed timetable is not binding if due to a lack of documentation, a postponement of the overall project or a case of force majeure, proper processing can not be carried out.

Exceptional services

If during processing special costs are due, which were not foreseen when placing the order. If the contractor is entitled, after prior agreement with the client, to invoice these separately.

copyright

The copyright to the created video material remains with the contractor. The contractor grants the client a right of use of the material, as long as it is not misused for illegal or pornographic purposes or for purposes that can cause damage to the contractor.

right of publicity

The contractor is entitled to publish own work on the respective project while safeguarding legitimate interests of the client and to use the work as a reference.

storage

The contractor undertakes to keep all video material related to the order for 6 months.

liability

The contractor is liable for a careful and proper execution of the contract in accordance with the recognized rules and the general state of the art. The client can only assert claims for damages if the contractor demonstrably culpably violates the generally accepted rules or incurs

damage caused by grossly negligent supervision in his work or orders. The liability of ideal values is fundamentally excluded. In the case of a liability claim on the part of the client, this must be submitted in writing. The contractor is liable only with the replacement of the raw material or a rework of the video recordings. Subjective complaints, such as too dark or color distortion, are excluded in principle.

right of withdrawal

If extensions or changes are required by the client that exceed the planned schedule and scope of work, the contractor has a right of withdrawal. In this case, the work done so far and compensation for the loss of profit must be remunerated. The client may terminate the further cooperation if he announces this in writing and in good time. If the client withdraws the contract from the contractor and does not report any fault, the agreed total remuneration shall become due. If the client withdraws the contract and proves culpable action, then, if no agreement is found, an arbitral tribunal shall be appointed by the competent chamber of commerce and industry. In this case, the work done up to that point will be payable. Further regulations are reserved for the arbitral tribunal. If the contractor is unable to perform his work due to illness, unforeseeable and insurmountable difficulties or force majeure and can not understand it in a reasonable time, he shall only be entitled to compensation for the work previously performed.

terms of payment

For orders with a high order volume (EUR 5000, - and higher), an advance payment of 50% of the invoice amount has to be made. This advance payment is due when the order is placed. Changes to this modality require prior agreement. All other payments must be made no later than 14 working days after invoicing. The contractor reserves the right to take legal action in the event of late payment.

Jurisdiction

Jurisdiction is Viersen. The law of the Federal Republic of Germany.