# General Terms and Conditions

Version: 27 October 2026

> This English version is a translation for convenience. In case of doubt, the German version (Allgemeine Geschäftsbedingungen) shall prevail.

## I. Scope

1. The following General Terms and Conditions (GTC) apply exclusively to all orders carried out, offers, deliveries and services as well as contracts between blondsign by Eike Schurr / Eike Schurr (hereinafter referred to as the Contractor) and the client (customer), provided that the client is not a consumer within the meaning of Section 13 of the German Civil Code (BGB) but an entrepreneur within the meaning of Section 14 BGB.
2. These GTC apply if they are referred to in the offer or the order confirmation. Deviating terms of the client only apply if the Contractor agrees to them in text form.
3. Within an ongoing business relationship, these GTC also apply to all future orders, offers, deliveries and services of the Contractor without being expressly included, unless expressly agreed otherwise.

## II. Commissioned productions

1. Any cost estimates prepared by the Contractor are non-binding. If costs increase during production, the Contractor is only obliged to notify the client once it becomes apparent that the originally estimated total costs will be exceeded by more than 15 %. If the planned production time is exceeded for reasons for which the Contractor is not responsible, additional remuneration is payable on the basis of the agreed time-based fee or in the form of an appropriate increase of the flat fee.
2. The Contractor is entitled to commission third-party services that have to be purchased to carry out the production in the name, on behalf and for the account of the customer.
3. Unless otherwise agreed, the images presented to the customer for acceptance after completion of the production are selected by the Contractor.
4. If the Contractor has not received any written notice of defects within two weeks of delivery of the contractual components / agreed content, the work is deemed accepted as being in accordance with the contract and free of defects.

## III. Image material provided (analogue and digital)

1. These GTC apply to all image material provided to the customer, regardless of its stage of creation or technical form. They apply in particular to electronic or digitally transmitted image material.
2. The customer acknowledges that the image material supplied by the Contractor constitutes photographic works protected by copyright within the meaning of Section 2 (1) No. 5 of the German Copyright Act (UrhG).
3. Design proposals or concepts commissioned by the customer are independent services and are subject to remuneration.
4. The customer shall handle the image material carefully and may only pass it on to third parties for internal business purposes of viewing, selection and technical processing.
5. Complaints regarding the content of the delivery or the content, quality or condition of the image material

must be reported within two weeks of receipt. Otherwise, the image material is deemed to have been received properly, in accordance with the contract and as listed.

## IV. Copyright and rights of use

1. The type, media, duration, territory and exclusivity of the rights of use are determined by the offer or order confirmation. If nothing has been agreed, the client receives a simple (non-exclusive) right of use, limited in time and territory, for a period of 2 years for the purpose assumed in the contract.
2. These provisions apply equally to photos, videos, aerial footage and live signals (photographic works, photographs, cinematographic works and moving images).
3. Exclusive rights of use, media-related or territorial exclusive rights or embargo periods must be agreed separately.
4. For live productions, the client receives the rights to the delivered signal within the scope of the agreed broadcast. This includes highlights and repeats.
5. Passing the material on to third parties, e.g. sponsors, partners or media, is permitted insofar as this has been agreed in the offer.
6. Raw footage is only handed over by separate agreement and against separate remuneration.
7. Any use, exploitation, reproduction, distribution or publication beyond the scope agreed under Section IV. 1 is subject to a fee, requires the Contractor’s prior express consent and is set out in writing in the offer. This applies in particular to:
   - secondary exploitation or secondary publication, in particular in anthologies, product brochures, advertising or other reprints, and any editing, alteration or transformation of the material,
   - the digitisation, storage or duplication of the material on data carriers of any kind (e.g. magnetic, optical, magneto-optical or electronic media such as CD-ROM, DVD, hard disks, working memory, microfilm etc.), unless this only serves the technical processing and management of the material in accordance with Section III. 4 of these GTC,
   - any reproduction or use of the data on digital data carriers, any inclusion or reproduction of the data on the internet, in online databases or in other electronic archives (including the customer’s internal electronic archives),
   - the transfer of the digitised material by remote data transmission or on data carriers suitable for public display on screens or for producing hard copies.
8. Alterations of the material by composing, montage or electronic means to create a new copyright-protected work are only permitted with the Contractor’s prior written consent and only if marked with [M]. Furthermore, the material may not be copied by drawing, re-photographed or otherwise used as a motif.
9. The copyright notice “Photo/Video: Eike Schurr / blondsign” must be attached insofar as this is customary and technically possible in the respective medium.
10. The granting of rights of use is subject to the condition precedent of full payment of all claims of the Contractor arising from the respective contractual relationship.
11. The Contractor may use the material for self-promotion (portfolio, website, showreel, social media) unless an embargo period has been agreed.
12. Suggestions and instructions from the client or their employees and agents have no influence on the amount of the remuneration and do not establish any co-authorship.

## V. Client’s obligations to cooperate

1. The client agrees that the Contractor may have individual parts of the service or the entire service performed by third parties in order to fulfil the order and may pass on the necessary data to third parties.
2. The client is obliged to check any material provided by them for existing copyrights and to obtain any permissions required for its use. Any claims for infringement of copyright are borne by the client.
3. By approving drafts, image material and footage, the client assumes responsibility for the correctness of image and design.

## VI. Acceptance

1. Acceptance may not be refused for creative or artistic reasons. There is creative freedom within the scope of the order.

## VII. Liability

1. The Contractor accepts no liability for the infringement of rights relating to depicted signs (trademarks, company names, registered designs), persons or objects unless a correspondingly signed release form is enclosed. Acquiring rights of use beyond the photographic copyright, e.g. for depicted works of fine or applied art, and obtaining publication permits from collections, museums etc. is the customer’s responsibility. The customer is responsible for captions and for the context resulting from the specific publication.
2. From the time of proper delivery of the material, the customer is responsible for its proper use.
3. The Contractor undertakes to carry out the order with the greatest possible care, in particular to handle data, templates, documents, samples etc. entrusted to them with care.
4. The Contractor has unlimited liability (a) for intent and gross negligence, (b) for damage resulting from injury to life, body or health, regardless of the degree of fault, i.e. including slight negligence, (c) under the German Product Liability Act and (d) to the extent of any guarantee given.
5. In the event of a slightly negligent breach of an essential contractual obligation, liability is limited to the foreseeable damage typical for the contract. An essential obligation is one whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the client may regularly rely.
6. Otherwise, liability for slight negligence is excluded.
7. These limitations also apply in favour of the Contractor’s vicarious agents and assistants.
8. If the Contractor uses equipment on board a boat or in a similarly exposed environment at the client’s request, the client is liable for loss or damage insofar as this is due to circumstances for which the client is responsible.

## VIII. Drone operations

1. The responsible remote pilot alone decides on the take-off, execution and termination of a flight, in line with safety and legal requirements, in particular wind, visibility, airspace and persons in the flight area. The pilot is not obliged to follow instructions from the client to the contrary.
2. If a flight does not take place or is terminated, the claim to the fee remains. This applies in particular if safety reasons, weather or an official order prevent the flight.
3. The Contractor holds the required certificates of competence and drone liability insurance.

4. Unless otherwise agreed, the client obtains, at their own expense, the permits and consents required for the specific operation, including consents from owners, the organiser and the race committee. The client also provides the necessary safety areas and access to support boats.
5. The client informs participants and the public about drone filming in an appropriate manner.

## IX. Cancellation, weather, postponement

1. Booked production days count as working days and are remunerated. This also applies if filming is not possible due to weather, race postponement, flight bans or other circumstances for which the Contractor is not responsible (weather and standby days).
2. If the client cancels, the Contractor may claim a share of the agreed fee:
   - up to 30 days before the start: 25 %
   - up to 14 days before the start: 50 %
   - thereafter: 100 %

   Travel and third-party costs already incurred must be reimbursed in addition.
3. In the event of a cancellation or call-off, services already rendered and costs already incurred, e.g. for permits, bookings or third-party services, are remunerated in addition.
4. If the Contractor is unable to perform due to illness or accident, they will endeavour to find an equivalent replacement by arrangement. Further claims only exist in accordance with Section VII.

## X. Fees

1. The agreed fee applies. If no fee has been agreed, the current picture fee overview of the Mittelstandsgemeinschaft Foto-Marketing (MFM) applies to photography. The same applies accordingly to video and drone services. Fees are subject to the applicable VAT. The agreed hourly/daily rates increase by 25 % if the service is provided on weekends/public holidays at the client’s request.
2. The agreed fee covers use within the agreed scope in accordance with Section IV. 1.
3. Costs and expenses incurred as a result of the order (e.g. material and laboratory costs, model fees, costs of required props, travel costs, necessary expenses etc.) are not included in the fee and are borne by the customer.
4. The fee is due upon delivery of the images. If a production is delivered in parts, the corresponding partial fee is due with each delivery. For production orders, the Contractor is entitled to request instalments in line with the scope of services rendered.
5. The fee in accordance with Section X. 1 must be paid in full even if the commissioned and delivered image material is not published. If the images are used as working material for layout and presentation purposes, a fee of at least EUR 75.00 per image applies unless otherwise agreed.
6. Set-off or the exercise of a right of retention is only permitted with undisputed or legally established claims of the customer. Set-off with disputed counterclaims that are ready for decision is also permitted.
7. The Contractor is entitled to request reasonable advance payments even before acceptance (see Section VI).
8. The Contractor is entitled to invoice the hours spent on consultation.

## XI. Travel costs

1. All travel costs etc. incurred are charged to the client in accordance with the current price list as follows:
   a. For journeys by car, a flat rate per kilometre driven is reimbursed in accordance with the offer.
   b. For train journeys, the costs of a first-class ticket including seat reservation are reimbursed.
   c. For flights within Europe, the costs of an economy ticket are reimbursed; for intercontinental flights, the costs of a business class ticket.
   d. Meal allowances and accommodation costs are reimbursed by the client upon presentation of an invoice. Minimum standard for hotel accommodation: 3/4-star hotel.
   e. For travel times of up to 6 hours, the Contractor receives remuneration of 50 % of their regular agreed daily rate. For travel times of up to 12 hours, the Contractor receives the full daily rate.
2. The client bears the costs of rebooking/cancelling travel in the event of date changes made by the client.

## XII. Booking of flights/tickets

1. Flights and train connections must be booked bindingly no later than three weeks before the assignment. If the client fails to do so, the Contractor is entitled to book the flights or train connections independently. The resulting costs are reimbursed in accordance with Section XI. The Contractor shall book flights/trains on an economical basis.

## XIII. Digital data

1. The client may archive delivered data within the scope of the rights of use granted. When the right of use ends, the data must be deleted unless statutory retention obligations apply.
2. The Contractor keeps data for 12 months after delivery. Without a separate agreement, the Contractor is not obliged to archive it for longer.

## XIV. Contractual penalty, damages

1. For unauthorised use, the client owes a contractual penalty of five times the customary usage fee for each individual case. The contractual penalty is credited against any claim for damages.
2. If the copyright notice required under Section IV. 9 is missing, a surcharge of 100 % of the agreed or customary usage fee is payable.
3. These payments do not establish any rights of use.

## XV. Data protection

1. The Contractor processes personal data of the client and their contact persons in order to perform the contract and to comply with legal obligations (Art. 6 (1) (b) and (c) GDPR). Details can be found in the privacy policy at blondsign.com/privacy-policy.
2. Data is only passed on to third parties insofar as this is necessary to fulfil the order (e.g. subcontractors, travel bookings) or a legal obligation exists.
3. Unless otherwise agreed, the client is responsible for obtaining the necessary consents and releases from persons depicted.

## XVI. General provisions

1. German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Bremen, Germany, if the client is a merchant, a legal entity under public law or has no general place of jurisdiction in Germany.
2. Amendments and additions must be made in text form (e.g. email). Individual agreements take precedence.
3. Should a provision of these GTC be invalid, the validity of the remaining provisions remains unaffected. The invalid provision is replaced by the statutory provisions.
4. Unless otherwise stated in the order confirmation, the place of performance is Bremen, Germany.
5. The German version is authoritative; the English version is for information only.