

General Terms and Conditions (GTC) of OSTKREUZ Agentur der Fotografen GmbH

Version: July 2025

1. Scope of Application

These GTC apply to all image licensing, photographic productions, and exhibition productions carried out by OSTKREUZ Agentur der Fotografen GmbH (hereinafter "OSTKREUZ"). Licenses in the name of individual photographers are governed separately.

2. Conclusion of Contract and Prices

2.1 Offers and cost estimates are non-binding and subject to change.

2.2 A contract is only concluded upon written confirmation of the order.

2.3 All prices are quoted in euros plus statutory VAT.

2.4 OSTKREUZ may request down payments or advance payments.

3. Services, Deadlines, and Acceptance

3.1 OSTKREUZ provides creative, organizational, and production-related services according to industry standards.

3.2 Artistic and conceptual design is subject to creative freedom unless otherwise specified in the briefing.

3.3 Binding delivery or performance dates require explicit written agreement.

3.4 Acceptance is deemed granted no later than five working days after delivery if no written objection is raised.

3.5 Subsequent changes require a separate agreement and additional remuneration.

4. Image Licensing

4.1 Usage rights to image material are only granted after full payment of the agreed fee.

4.2 The scope of the granted rights of use (simple or exclusive, limited in time, territory, or content) is specified in the respective offer or order confirmation. Any use, editing, or transfer beyond this requires prior written consent.

4.3 The client is responsible for ensuring that all necessary third-party permissions (e.g. from depicted persons, property owners of buildings, interiors, or artworks) have been obtained for each use. Unless OSTKREUZ has expressly confirmed in writing that model or property releases are available, the use is at the client's own risk.

4.4 Any unauthorized use, editing, transfer, or publication of the provided image material constitutes a breach of contract and entitles OSTKREUZ to claim a contractual penalty of at least three times the agreed usage fee. The right to claim further damages—particularly according to the currently applicable MFM or VG Bild-Kunst tariffs—remains unaffected.

5. Third-Party Material and Agency Services

5.1 For image material provided by OSTKREUZ on behalf of third parties (e.g. Magnum Photos), only the licensing terms of the respective rights holder apply. OSTKREUZ acts solely as an intermediary and not as rights holder or contracting party.

5.2 The licensing terms of the rights holders will be provided to the client prior to contract conclusion and are an integral part of the license agreement.

5.3 The client shall indemnify OSTKREUZ against all claims by third parties resulting from unlawful or unauthorized use of such material.

6. Photographic Productions

6.1 OSTKREUZ organizes and carries out photographic productions in the name and on behalf of the participating photographers. Billing is handled separately from agency services.

6.2 OSTKREUZ is not liable for the legal admissibility of the use of works created during commissioned productions. The client must ensure that all required rights (e.g. personality rights, trademark rights, property rights) have been obtained.

6.3 The client is responsible for paying the statutory contributions to the German Artists' Social Insurance (Künstlersozialkasse, KSK) on the photographers' fees, if the invoice is issued in the photographers' name.

7. Exhibition Productions

7.1 OSTKREUZ offers curatorial services, project coordination, licensing of works, text development, transport organization, installation coordination, and graphic design for exhibitions.

7.2 Agency services such as concept development, coordination, curation, or text work are billed separately.

7.3 Loaned works (e.g. framed photographs) remain the property of OSTKREUZ or the respective photographers. Usage is limited to the contractual exhibition period.

7.4 The client is responsible for insuring the loaned works during the exhibition. Unless otherwise agreed, insurance is arranged by OSTKREUZ at the client's expense.

7.5 Damages, loss, or alterations to the works must be reported immediately. The client is liable for replacement or repair if insurance does not cover the damage.

7.6 Exhibition dates are binding. Postponements may result in additional costs (e.g. storage, rebooking).

8. Rights and Credits

8.1 All services by OSTKREUZ (e.g. concepts, texts, layouts, plans) are protected by copyright.

8.2 Any reuse, reproduction, or modification requires prior written consent.

8.3 The copyright notice specified in the image database or offer must be included with every publication.

8.4 Failure to provide the credit entitles OSTKREUZ to claim a contractual penalty of 100%

of the usage fee.

8.5 The client shall provide OSTKREUZ with two complimentary digital copies of the published material.

9. Cancellation and Failure

9.1 Cancellations must be made in writing.

9.2 In case of cancellation up to 5 working days before production: 50% of the agreed fee. From 2 working days prior: 100%.

9.3 Weather- or production-related cancellations beyond OSTKREUZ's control are at the client's expense.

10. Payment Terms

10.1 Invoices are due immediately upon receipt, without deduction.

10.2 Statutory default interest applies in the event of late payment.

10.3 OSTKREUZ may issue partial invoices according to project progress.

10.4 If invoiced in the name of OSTKREUZ, the statutory KSK contribution is included in the price and paid by OSTKREUZ.

10.5 If invoiced in the photographers' name, the client is responsible for paying the KSK contribution.

11. Liability and Third-Party Rights

11.1 OSTKREUZ is liable only for intent and gross negligence, as well as for damages arising from injury to life, body, or health.

11.2 OSTKREUZ assumes no liability for third-party services (e.g. printing, logistics) commissioned on behalf of the client.

11.3 The client warrants that all materials provided (texts, logos, products, persons, etc.) are free from third-party rights. This includes, in particular, property rights to buildings, premises, or artworks (property releases).

11.4 Liability is limited to the agreed fee, unless mandatory statutory provisions apply.

11.5 If OSTKREUZ is engaged to clear personality or property rights, the agency ensures that written releases are obtained. Such releases apply exclusively to the defined contractual purpose. Any use beyond that requires separate clearance. OSTKREUZ is not liable for uses exceeding the agreed scope.

12. Documentation and Information Duties

OSTKREUZ documents the upload and removal of image material within its systems. Clients or third parties are only entitled to information where legally required or expressly agreed by contract.

13. Final Provisions

13.1 German law applies exclusively.

13.2 Place of jurisdiction is Berlin, to the extent legally permissible.

13.3 Should any provision of these GTC be wholly or partly invalid, the validity of the remaining provisions shall remain unaffected.

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