

English translation — for convenience only. In case of discrepancies, the German version <https://www.stefandauth.de/agb/> shall prevail.

#### 1. GENERAL

The following General Terms and Conditions of Delivery and Business (AGB) apply to all assignments, offers, deliveries and services carried out by the photographer Stefan Dauth. They are deemed accepted upon receipt of the delivery or service, or of the Photographer's offer, by the Customer, and at the latest upon acceptance of the photographic material for publication. If the Customer wishes to object to the AGB, this must be declared in writing within three working days. Any differing terms and conditions of the Customer are hereby rejected. Such differing terms shall only be valid if expressly acknowledged in writing by the Photographer. The AGB shall also apply to all future assignments, offers, deliveries and services within an ongoing business relationship, even without explicit inclusion.

#### 2. SUPPLIED PHOTOGRAPHIC MATERIAL

The AGB apply to all photographic material supplied to the Customer, regardless of its stage of creation or technical form. They apply in particular to electronic or digitally transmitted photographic material. The Customer acknowledges that the photographic material supplied by the Photographer constitutes copyrighted photographic works within the meaning of § 2 (1) No. 5 of the German Copyright Act. The supplied photographic material remains the property of the Photographer, even if damages are paid for it. Complaints regarding the content of the delivery or the content, quality or condition of the photographic material must be submitted within one week of receipt. Otherwise, the photographic material shall be deemed received in proper, contractual condition as recorded.

#### 3. USAGE RIGHTS

The Customer generally acquires only a simple right of use for one-time usage. Regardless of the usage rights granted to the Customer, the Photographer retains the perpetual and royalty-free right to use the photographs for personal purposes and self-promotion, including use on websites, in portfolios, in books and articles about the Photographer's work, in exhibitions and for lectures. Exclusive usage rights, media-specific or territorial exclusivity, or blocking periods must be agreed separately and require a surcharge of at least 100% of the basic fee.

Upon delivery, only the right of use for one-time usage of the photographic material is transferred, for the purpose specified by the Customer and in the publication and medium or data carrier indicated by the Customer or arising from the circumstances of the assignment. In case of doubt, the relevant object (magazine, brochure, poster, website, etc.) shall be the one for which the photographic material was supplied, as evidenced by the delivery note or shipping address. Any usage, exploitation, reproduction, distribution or publication is subject to a fee and requires the Photographer's prior express consent. Alterations to the photographic material through photo-composing, montage or electronic tools to create a new copyrighted work are permitted only with prior written consent of the Photographer and must be marked with [M].

The photographic material may not be copied by drawing, re-photographed, or otherwise used as a motif. The Customer is not entitled to transfer the granted usage rights in whole or in part to third parties, including affiliated or subsidiary companies. Any usage, reproduction or distribution is only permitted with the Photographer's specified copyright notice clearly assigned to the respective image. The Photographer remains entitled to use the photographs for self-promotion even when exclusive usage rights are granted.

#### 4. LIABILITY

The Photographer assumes no liability for the infringement of rights of persons or objects depicted in the photographic material unless a duly signed release form is provided. The acquisition of usage rights beyond the photographic copyright—e.g., for depicted works of fine or applied art—and the obtaining of publication permissions from collections, museums, etc., is the responsibility of the Customer. The Customer is responsible for captions and for the contextual meaning arising from the specific publication.

#### 5. FEES

The granting of usage rights is subject to the condition precedent of full payment of all claims of the Photographer arising from the respective contractual relationship. The agreed fee applies. If no fee has been agreed, it shall be determined according to the current fee schedule of the Mittelstandsgemeinschaft Foto-Marketing (MFM). All fees are exclusive of applicable VAT. The fee applies only to the one-time usage of the photographic material for the agreed purpose pursuant to Sections 2 or 3 of the AGB. Any extended usage must be agreed in writing. Costs and expenses arising from the assignment (e.g., material and laboratory costs, model fees, required props, travel costs, necessary expenses, etc.) are not included in the fee and shall be borne by the Customer. If the Customer cancels the entire photographic assignment within twenty-four hours before the agreed date, the Customer shall pay 100% of the agreed shooting fee as well as all costs incurred by the Photographer as a result of such postponement or cancellation. The fee becomes due upon delivery of the photographs. If a production is delivered in parts, the corresponding partial fee becomes due upon each delivery. The Photographer is entitled to request advance payments corresponding to the services rendered. The fee remains payable in full even if the commissioned and delivered photographic material is not published.

#### 6. RETURN OF PHOTOGRAPHIC MATERIAL

Digital data must be deleted after completion of usage, or the data carriers must be destroyed. The Photographer is not liable for the continued existence or the possibility of renewed delivery of the data.

#### 7. CONTRACTUAL PENALTY, BLOCKING, DAMAGES

In the event of any unauthorised usage, exploitation, reproduction or distribution of the photographic material (i.e., without the Photographer's consent), a contractual penalty of five times the usage fee shall be payable for each individual case, without prejudice to further claims for damages. If the copyright notice is missing, incomplete or not clearly assignable to the respective image, a surcharge of 100% of the usage fee shall be payable. If no sample copy is provided, or if invoicing occurs without a sample copy or without specifying which image was used in which place in which publication, a contractual penalty of 50% of the usage fee shall be payable.

#### 8. FINAL PROVISIONS

German law applies, including for deliveries abroad. Side agreements to the contract or to these AGB must be made in writing to be valid. The invalidity of one or more provisions of these AGB shall not affect the validity of the remaining provisions. The Parties undertake to replace any invalid provision with a valid one that comes closest to the intended economic and legal purpose. The place of performance and jurisdiction, if the Customer is a merchant, is the Photographer's place of residence.

Version: Berlin, June 2026.