

General Terms and conditions for the image archive of the Luther Memorial Foundation in Saxony-Anhalt

General

The Luther Memorial Foundation in principal provisions pictorial material pursuant to the following conditions. They can only be rejected by the purchaser if the delivered pictorial material is returned promptly and unused.

Delivery

The pictorial material is made available only for the respectively agreed designated use. Each type of use requires the prior expressive consent of the Luther Memorials Foundation. The purchaser is hereby obliged to declare to the Luther Memorials Foundation all information relating to the use (e.g. print volume, distribution area, etc.). The passing on of the pictorial material or of reproduction rights to third parties requires a separate contract with the Luther Memorial Foundation.

Complaints

Complaints must be submitted in writing no later than within one week after receipt of the pictorial material. In the event of justified complaints, the Luther Memorial Foundation is committed, within the scope of its capabilities, to arrange for a replacement delivery. If this is not possible, the purchaser may withdraw from the contract or demand a cost reduction.

Shipping

The shipping of the pictorial material is done at the expense and risk of the purchaser.

Specimen copies

In the event that pictorial material of the Luther Memorial Foundation is published in printed material, the purchaser has in this case without being prompted to supply a copy free of charge.

Liability

The Luther Memorial Foundation is only liable for intent and gross negligence, however limited to the damage that can be expected in the normal course of events. In the event that the pictorial material of the Luther Memorial Foundation is used contrary to the concluded agreements, the Luther Memorial Foundation is without prejudice entitled to further claims with a minimum rate that respectively amounts to two-fold of the usage fee.

Protection of the rights of third parties

The purchaser is responsible for the protection of the rights of third parties (e.g. copyrights, privacy rights). This does not apply to rights that the Luther Memorial Foundation explicitly grants to the purchaser.

Proof of origin

The purchaser is in the event of any publication of the pictorial material of the Luther Memorial Foundation obliged to provide the following evidence: "Luther Memorial Foundation in Saxony-Anhalt" and possibly the name of the photographer (with year and location of the shooting). In the case of images of artworks, the location of the original is to be mentioned.

Payment

Payments must be made without deductions within 4 weeks from the date of the invoice.

Costs

The production and delivery of pictorial material is made at the expense of the purchaser. The Luther Memorial Foundation in addition also invoices the purchaser processing fees, which depend on the nature and extent of work involved. All costs will be charged independent of the reproduction fees: their payment presupposes neither usage nor ownership rights.

Reproduction fees

Any form of use of the pictorial material of the Luther Memorial Foundation is subject to a fee. The amount of the reproduction fee depends on the nature and extent of use (medium, print volume, etc.). Valid is the price list of the Luther Memorial Foundation, as amended, in as far as not previously agreed otherwise. Agreements are valid per image and only for the specifically designated purpose. Any other use (e.g. publisher announcements, advertising, changes in new editions, paperback editions, licensing, etc.) is subject to a new fee and requires the prior written agreement. Reproduction fees are due no later than the deployment. In the event of the abandonment of the intended purpose, fees already paid will not be refunded.

Place of jurisdiction

The place of jurisdiction is Wittenberg. The law of the Federal Republic of Germany also applies for deliveries abroad.