



The Historical Museum of the Palatinate - Public Law Foundation – Domplatz 4 - 67346 Speyer

**General Terms and Conditions - Provision and Use of Visual Material - Last updated: 8th August 2018**

#### General

The Historical Museum of the Palatinate makes visual material available subject to the following conditions. All orders are legally binding and the costs associated therewith shall be deemed due regardless of use being made of the material in question.

Should individual provisions be invalid, this shall not affect the validity of the contract. Deviating provisions shall require express consent. The purchaser's Terms & Conditions shall not become part of the contract.

#### Transfer of the simple right of use

The right of use shall only be granted for the agreed purpose, for single use for Germany/one country. Any type of usage shall require the express prior consent of the Historical Museum of the Palatinate.

The usage authorisation shall only become effective once the agreed fee has been paid. The purchaser shall be obliged to provide the Historical Museum of the Palatinate with all information regarding the use (medium, number of copies, image size, distribution area). The visual material may not be copied, archived, stored, passed on, modified or used in any way other than that agreed without prior consent being issued.

#### Complaints

Complaints must be made in writing within one week of receipt of the visual material at the latest. In the event of justified complaints, the Historical Museum of the Palatinate undertakes to provide a replacement delivery within the scope the possible options available to it. Should a replacement delivery not be possible, the purchaser may withdraw from the contract or demand a price reduction.

#### Sample copies

Should Historical Museum of the Palatinate visual material be used, proof of use in its direct context (analogue or digital) shall be provided free of charge (e.g. copy of essay, folder, etc.).

#### Liability

The Historical Museum of the Palatinate shall only be liable for intent and gross negligence; with such being limited to the damage that might be expected in the normal course of events. The purchaser shall be liable for the contractual use of the visual material and for all claims resulting from such use.

Should Historical Museum of the Palatinate visual material be used in a manner that is contrary to the agreements made, the Historical Museum of the Palatinate shall be entitled to a minimum rate of twice the usage fee, without prejudice to further claims. A 300% surcharge shall be applied for unauthorised use. Any use that is not consistent with the spirit of the material and any insinuations within texts are expressly excluded.

The metadata (IPTC) stored in the digital images may not be deleted and must also be retained in digital forms of publication (§ 95 UrhG, German Copyright Law).

#### Provision of visual material

The visual material shall be supplied exclusively in the form of digital data. These can usually be made available as a download. Digital data must be deleted at the latest after the work has been created. Data shall only be provided to locations outside of Germany against prepayment.

#### Publication in electronic media

Should the visual material be used for publication on data carriers and in networks, the user also undertakes to comply with the following conditions:

The image size may not exceed 72 dpi (maximum 600 x 600 pixels). Online use shall be limited to one to five years, depending on what is agreed. Editing of the visual material and the content of images shall always require prior written consent.

#### Safeguarding of third party rights

The purchaser shall be responsible for safeguarding the rights of third parties (e.g. copyrights, personal rights, rights under the Trademark Act). This shall not apply to rights which the Historical Museum of the Palatinate expressly assigns to the purchaser.

#### Proof of origin

The purchaser shall be obliged to provide the following proof of origin for every publication of the Historical Museum of the Palatinate visual material:

© 1. Naming of the photographer/originator indicated upon submission the visual material & 2. Naming of the Historical Museum of the Palatinate as the rights holder (for example in the form: "Carolin Breckle, Historical Museum of the Palatinate"). Mention must be made in the direct context of the image. There must be no doubt in terms of the assignment of the image and proof of origin.

#### Fees

The provision of visual material shall be at the purchaser's expense. Any use of Historical Museum of the Palatinate visual material shall be subject to a fee. The applicable Historical Museum of the Palatinate price list in its currently valid version forms part of this contract.

Unless otherwise agreed, the fee agreements shall apply to a single use of the image data for the agreed purpose and the first edition in the original language.

Any use beyond such shall again be subject to a fee and require prior written authorisation. This shall also apply to new editions, other editions, repeated broadcasts and other repeat use. Arrangements deviating from this must be agreed in writing with the Historical Museum of the Palatinate. Fees shall be due prior to usage.

Should a fee not be paid, the museum shall be entitled to prohibit usage until payment has been made. The museum shall also be entitled to set a deadline for payment of said fee and, if necessary, to definitively prohibit usage. Should the intended purpose be discontinued, fees already paid shall not be refunded.

#### Payments

Payments are generally to be made upon receipt of an invoice. All bank charges or costs incurred by the Historical Museum of the Palatinate due to the reversing of unredeemed claims shall be borne by the purchaser. All costs shall be charged regardless of actual usage.

We do not apply VAT to our prices. As a museum, we are exempt from VAT on the sale of museum products.

#### Place of jurisdiction

The place of jurisdiction is Speyer. The law of the Federal Republic of Germany shall also apply to the provision of material outside of Germany.