

GENERAL TERMS & CONDITIONS

I. Applicability

The deliveries, services and offers of the company AV-Medien Service GmbH are exclusively based on these terms and conditions. They shall also apply to all future business relations, even if they have not been expressly agreed upon again. These terms and conditions shall be deemed accepted at the latest upon acceptance of the order.

II. Offer and conclusion of contract

1. The offers of the company AV-Medien Service GmbH are - also with regard to the price quotations - subject to change and non-binding. AV-Medien Service GmbH shall be bound to separately and individually prepared offers for four weeks. Aufträge werden nach schriftlicher Bestätigung bindend.
2. Orders become binding after written confirmation. The order shall also be deemed binding if the customer has placed it verbally and the material to be processed is located in the business premises of AV-Medien Service GmbH. In the case of second orders placed verbally, knowledge of the valid price list (clause III.1.) shall be assumed.
3. Even in the case of legally binding accepted orders, AV-Medien Service GmbH reserves the right to reject orders due to their content or technical form and execution. If AV-Medien Service GmbH does not reject the acceptance within one month after receipt of the order, the confirmation shall be deemed to have been issued.
4. Preliminary work requested by the customer from AV-Medien Service GmbH in order to specify an order placement and its extent shall be remunerated on a time and material basis.
5. The office staff of AV-Medien Service GmbH shall not be authorized to make verbal collateral agreements or to give verbal assurances that go beyond the content of the written contract.

III. Pricing

1. Der Preis einer Leistung bestimmt sich nach der bei Vertragsabschluss gültigen Preisliste zuzüglich der gesetzlichen Umsatzsteuer bei Inlandkunden. Zusätzliche Lieferungen und Arbeiten, die nicht Inhalt der Preisliste sind, werden gesondert berechnet.
2. Sollte der AV-Medien Service GmbH Leistungen in Auftrag gegeben worden sein, die sie dauernd oder vorübergehend nicht erfüllen kann, behält sich die AV-Medien Service GmbH das Recht vor, diese für Rechnung und Gefahr des Auftraggebers an ausgewählte Fachbetriebe oder Vertragspartner weiterzugeben.

IV. Payment

1. The invoice amount shall be due for payment within 14 days of the invoice date without deduction.
2. AV-Medien Service GmbH reserves the right to insist on full payment in advance in individual cases.
3. Customers with registered offices outside the Federal Republic of Germany shall generally not be granted any payment terms. The invoice amount shall be paid in full in advance before the start of the service.
4. The granting of discounts or reductions shall require the written consent of AV-Medien Service GmbH.
5. For video/film productions and events AV-Medien Service GmbH reserves the right to claim an advance payment from the customer. Of calculated production costs, 25% shall be due for this payment upon conclusion of the contract. A further 25% shall be invoiced to the customer at the start of production.
6. AV-Medien Service GmbH is not obliged to accept checks.
7. If doubts arise as to the customer's ability or willingness to pay, in particular if a cheque has not been paid, payment has been suspended or if there is a delay in payments due, AV-Medien Service GmbH shall be entitled to call in the entire remaining debt, even if cheques have been accepted, payment terms and deferrals have been granted. In this case, AV-Medien Service GmbH shall be entitled to demand advance payments or security deposits, to withhold services not yet suspend services that have not yet been completed and to stop further work on productions or contracts that are still in progress.
8. If the customer is in debt, AV-Medien Service GmbH shall be entitled to charge interest on arrears in the amount of 2% above the respective discount rate of the Deutsche Bundesbank, but at least 8%, unless the customer can prove a lower charge.

9. The customer shall only be entitled to set-off, retention or reduction, even if notices of defect or counterclaims are asserted, if the counterclaims have been legally established or are undisputed.

V. Terms and deadlines

The terms and deadlines for services of AV-Medien Service GmbH shall commence upon conclusion of the contract. The observance of the periods and deadlines presupposes the proper and timely fulfillment of the obligations incumbent upon the customer or his contractual partner. If the customer does not fulfill this obligation at all, does not fulfill it on time, does not fulfill it properly, AV-Medien Service GmbH shall not be liable.

VI. Warranty and retention of title | Delivery of goods and permanent installation

1. AV-Medien Service GmbH warrants that the products created by it shall be free of defects. If the customer waives the inspection of a sample provided to him in advance by AV-Medien Service GmbH (sample inspection), he shall waive any warranty claims. The same shall apply if the customer has found the sample to be good.
2. Complaints shall only be admissible if they are notified to AV-Medien Service GmbH without delay, at the latest, however, within one week of receipt of the goods. Defects which cannot be discovered within this period even after careful inspection shall be reported to AV-Medien Service GmbH in writing immediately after discovery. In the event of a defect, AV-Medien Service GmbH shall first have the opportunity to remedy it by rectification. If the rectification of the defect fails after a reasonable period of time, the customer may, at his discretion, demand a reduction in payment or rescission of the contract. Liability for normal wear and tear is excluded. Only the direct customer shall be entitled to warranty claims against AV-Medien Service and such claims shall not be assignable. The foregoing conclusively regulates the warranty for products of AV-Medien Service GmbH and excludes other warranty claims of any kind. This shall not apply to claims for damages arising from warranties of quality, which are intended to protect the customer against the risk of consequential damages.
3. AV-Medien Service GmbH shall only use technical devices that are in perfect condition as far as recognizable. If devices or parts thereof fail and AV-Medien Service does not succeed in procuring replacement devices at short notice, a warranty for consequences attributable to this technical failure shall not apply.
4. Claims for damages arising from positive breach of contract, from culpa in contrahendo and from tort are excluded both against AV-Medien Service GmbH and against its vicarious agents or assistants, unless intentional or grossly negligent acts are involved. This also applies to claims for damages due to non-fulfillment, but only insofar as compensation for indirect or consequential damages is demanded, unless the liability is based on an assurance intended to protect the buyer against the risk of such damages. Any liability is limited to the damages foreseeable at the time of the conclusion of the contract.
5. AV-Medien Service GmbH shall retain ownership of materials delivered by it until payment in full (including ancillary costs). The customer shall be revocably entitled to pass on the goods subject to retention of title with the proviso that the customer is informed of the extended retention of title. If the reserved goods are processed into a new item, AV-Medien Service GmbH shall acquire co-ownership to the value of the invoice amount. The assertion of rights from the retention of title shall not constitute a withdrawal from the contract.

VII. Events

1. AV-Medien Service GmbH is responsible for the necessary selection of the technology for the realisation of an event in the lighting, image and audio areas, although, in deviation from the contract, the technical equipment may be adapted, extended and shortened to suit the given locations.
2. The client shall be obliged to pass on to AV-Medien Service GmbH his knowledge of the type, scope and implementation of the event commissioned. In particular, information about the venue and event times, the number of participants as well as the course of the programme with regard to artists and show interludes, insofar as these are not organised by AV-Medien Service GmbH. The client shall bear the responsibility for any incorrect information so that AV-Medien Service GmbH shall not be liable for any services rendered on the basis of incorrect information or instructions of the client.
3. The client shall not be entitled to assert warranty claims if he fails to observe recommendations or instructions from AV-Medien Service GmbH.

4. A reduction of the invoice amount shall be completely excluded if AV-Medien Service GmbH was unable to comply with the contract because either the client's or the venue's technical equipment or materials were not adequately functional, or incorrect information was provided.
5. Should technical accessories of the client be required for the event, the client shall be obliged to hand these over to AV-Medien Service GmbH in good time before the start of the event, at the latest upon request. AV-Medien Service GmbH shall assume that such equipment or materials are in working order, but reserves the right to test them and, in the event of a negative result, shall use replacement equipment from its own technology, if available, against invoice in accordance with the valid price list.
6. AV-Medien Service GmbH shall be responsible for determining the required number of personnel to be employed and their qualifications.
7. In addition, personnel planning is based on the German Working Hours Regulations (ArbZG).
8. The client generally has no right to withdraw from the contract. If a corresponding declaration is made or the order is cancelled, the following cancellation fees shall apply:
 - Cancellation up to 30 days before start of rental/service = 30% of the agreed compensation
 - Cancellation up to 14 days before start of rental/service = 50% of the agreed compensation
 - Cancellation up to 7 days before start of rental/service = 70% of the agreed compensation
 - Cancellation up to 2 days before start of rental/service = 100% of the agreed compensation

VIII. Live Streaming

1. If the event is an Internet live stream / a webcast / a video conference, the client shall provide a suitable Internet connection, unless otherwise agreed as part of the offer. This means, unless otherwise requested, a free, dedicated, wired upload and download rate of at least 10 Mbit/s each. AV-Medien Service GmbH will provide a list of used ports if required.
2. In case of internet failures, the livestream cannot be transmitted. This is a natural risk of any livestream transmission despite prior testing of the technology and extensive experience knowledge about LAN or LTE connections.
3. AV-Medien Service GmbH is not liable for the functioning of the internet connection.
4. A stream is a live transmission in the field of image and sound, where the livestream operator and sound technician have to make regular out of the situation and intuitive decisions in the editing. Despite intensive experience and preparation, it can happen that a selection is made that turns out to be not flawless with regard to the content of the event. Insofar as this does not exceed a materiality threshold of 15%, the performance of AV-Medien Service GmbH shall not be deemed defective.
5. If the live stream is transmitted to platforms provided by the client (e.g. YouTube, ReStream.io), AV-Medien Service GmbH shall not be liable for any failures that may occur on these platforms.
6. Unless separately stated in the offer or order, no recording (image and/or sound) is included in the scope of services.
7. For recordings that are only ordered online (i.e. on servers), it applies that these can be incomplete or defective due to e.g. short failure of the Internet connection. This is a natural risk and does not represent a defect.
8. Recordings are usually delivered to the client as raw data, uncut and unconverted within 48 hours.
9. Editing and conversion into other data formats will be charged separately.
10. Unless otherwise agreed, recordings will be deleted 14 days after recording without further notice. The client is responsible for archiving.
11. In addition, AV-Medien Service GmbH does not assume any responsibility:
 - for unforeseeable technical errors or damage to the hardware used
 - for failures or malfunctions of the Internet infrastructure, also for downstream infrastructure such as data centers
 - in case of aesthetic differences between the client and AV-Medien Service GmbH
 - for delays caused by delayed, faulty raw material or material not delivered according to the agreed standard, which is the responsibility of the contractor
 - for additional expenses caused by incorrect or delayed information

IX. Event development, graphics/design and layout

AV-Medien Service GmbH shall retain all copyrights to the event concepts, graphics and layouts developed by it (in particular with regard to design, form, colour, font, text, illustrations and graphic presentation). The client may acquire these from AV-Medien Service GmbH by agreement; the originals, however, shall remain on the business premises of AV-Medien Service GmbH unless the client demands their surrender. Otherwise the client shall be prohibited from exploiting, reproducing, selling or altering services provided by AV-Medien Service GmbH (including preliminary work).

X. Miscellaneous

1. The place of performance and jurisdiction for both parties is Hamburg. German law is applicable.
2. Should any of the above provisions be or become invalid in the meantime, this shall not affect the validity of the remaining provisions.

Status January 2023

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