

GENERAL TERMS & CONDITIONS

I. Applicability

The deliveries, services and quotations provided by AV-Medien Service GmbH are governed exclusively by these terms and conditions. They shall also apply to all future business dealings, even if they are not expressly agreed upon again. These terms and conditions shall be deemed accepted at the latest upon acceptance of the order.

II. Quotation and Conclusion of Contract

1. Quotations provided by AV-Medien Service GmbH are subject to change and non-binding, including with regard to prices. AV-Medien Service GmbH shall be bound by separately and individually prepared quotations for a period of four weeks.
2. Orders become binding upon written confirmation. The order is also deemed binding if the client has placed it verbally and the material to be processed is located on the premises of AV-Medien Service GmbH. For subsequent orders placed verbally, knowledge of the valid price list (Section IV.1.) is assumed.
3. Even in the case of legally binding orders, AV-Medien Service GmbH reserves the right to reject orders on the grounds of their content or technical form and execution. If AV-Medien Service GmbH does not reject the order within one month of receipt, the confirmation shall be deemed to have been given.
4. Preliminary work requested by the client from AV-Medien Service GmbH in order to specify the scope of an order shall, as a rule, be remunerated on a time and materials basis.
5. Employees of AV-Medien Service GmbH are not authorised to make any verbal side agreements or give any verbal assurances that go beyond the terms of the written contract.

III. Invoicing and Invoice Recipient

1. The invoice recipient is the natural or legal person named in the order confirmation.
2. This applies irrespective of any differing payment instructions, as well as any internal or external agreements between the client and third parties regarding usage, cost coverage or other matters.
3. A change to the invoice recipient after conclusion of the contract is generally excluded. The contractor may agree to a change in individual cases at its discretion. There is no entitlement to such a change.
4. Individual agreements between the contracting parties remain unaffected by this (Section 305b of the German Civil Code).
5. Invoices are sent by email only as e-invoices in ZUGFeRD format. These comply with the applicable standards (including EN 16931) and can be processed by standard ERP and accounting systems. Invoices cannot be sent by post.

IV. Retail prices

1. The price of a service is determined in accordance with the price list valid at the time the contract is concluded, plus statutory VAT for domestic customers. Additional deliveries and work not included in the price list will be invoiced separately.
2. Should AV-Medien Service GmbH have been commissioned to provide services which it is unable to fulfil, either permanently or temporarily, AV-Medien Service GmbH reserves the right to subcontract these to selected specialist firms or contractual partners at the client's expense and risk.

V. Terms of Payment

1. The invoice amount is due for payment in full, net of any deductions, within 14 days of the invoice date.
2. AV-Medien Service GmbH reserves the right to require payment in advance, even without specific grounds, provided this is reasonable for the customer, taking into account the interests of both parties.
3. Clients based outside the Federal Republic of Germany are generally not granted any payment terms. In such cases, the invoice amount must be paid in full in advance (prepayment). This provision is based on the increased administrative burden and the heightened risk associated with the cross-border enforcement of claims. The provision of services shall commence only after full payment has been received.
4. The granting of a discount or rebate requires the written consent of AV-Medien Service GmbH.
5. For video/film productions and events, AV-Medien Service GmbH reserves the right to require an advance payment from the client. Of the calculated production costs, 25% is due upon conclusion of the contract. A further 25% will be invoiced to the client upon commencement of production.
6. AV-Medien Service GmbH is under no obligation to accept cheques.

7. Should doubts arise as to the client's ability or willingness to pay, in particular if a cheque has not been honoured, payments have been suspended or payments due have fallen into arrears, AV-Medien Service GmbH shall be entitled to declare the entire outstanding debt due and payable, even if cheques have been accepted and payment terms or deferrals have been granted. In such cases, AV-Medien Service GmbH is entitled to demand advance payments or security deposits, to withhold services not yet completed, and to suspend further work on ongoing productions or contracts.
8. If the Client falls into arrears, AV-Medien Service GmbH shall be entitled to charge interest on arrears at a rate of 2% above the relevant discount rate of the Deutsche Bundesbank, subject to a minimum of 8%, unless the Client can demonstrate that the actual cost is lower.
9. The Client shall only be entitled to set-off, withhold payment or claim a reduction, even if complaints regarding defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed.

VI. Deadlines and terms

The deadlines and terms for services provided by AV-Medien Service GmbH commence upon conclusion of the contract. Compliance with these deadlines and dates is conditional upon the proper and timely fulfilment of the obligations incumbent upon the client or its contractual partner. Should the client fail to fulfil this obligation at all, or fulfil it late, improperly or only partially, AV-Medien Service GmbH shall not be liable.

VII. Warranty and Retention of Title | Delivery of Goods and Permanent Installation

1. AV-Medien Service GmbH guarantees that the products it manufactures are free from defects. If the client waives the right to inspect a sample provided in advance by AV-Medien Service GmbH (sample approval), they thereby waive any warranty claims. The same applies if the client has approved the sample.
2. Complaints are only admissible if they are reported to AV-Medien Service GmbH immediately, and at the latest within one week of receipt of the goods. Any defects that cannot be detected within this period, even upon careful inspection, must be reported to AV-Medien Service GmbH in writing immediately upon discovery. In the event of a defect, AV-Medien Service GmbH shall first have the opportunity to remedy it by rectification. If rectification fails after a reasonable period, the client may, at their discretion, demand a reduction in payment or rescission of the contract. Liability for normal wear and tear is excluded. Warranty claims against AV-Medien Service are available only to the immediate client and are non-transferable. The foregoing provisions conclusively govern the warranty for products of AV-Medien Service GmbH and exclude any other warranty claims of any kind. This does not apply to claims for damages arising from warranties of quality intended to protect the client against the risk of consequential damage resulting from defects.
3. AV-Medien Service GmbH generally uses only technical equipment that is, as far as can be ascertained, in perfect working order. Should equipment or parts thereof fail and AV-Medien Service be unable to procure replacement equipment at short notice, no liability shall arise for consequences attributable to this technical failure.
4. Claims for damages arising from a positive breach of contract, from fault at the time of conclusion of the contract and from tort are excluded both against AV-Medien Service GmbH and against its vicarious agents, unless there is evidence of wilful misconduct or gross negligence. This also applies to claims for damages arising from non-performance, but only insofar as compensation is sought for indirect or consequential damages, unless 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 conclusion of the contract.
5. AV-Medien Service GmbH retains title to the materials it has supplied until full payment (including ancillary costs) has been made.
6. The client is revocably entitled to pass on the goods subject to retention of title, provided that the customer is informed of the extended retention of title. If the goods subject to retention of title are processed into a new item, AV-Medien Service GmbH shall acquire co-ownership in the amount of the invoice value. The assertion of rights arising from the retention of title does not constitute a withdrawal from the contract.

VIII. Planning, management and execution of events

1. AV-Medien Service GmbH is responsible for selecting the necessary lighting, video and audio equipment for the execution of an event; however, in deviation from the contract, the technical equipment may be adapted, expanded or reduced to suit the specific venue.

2. The client is obliged to provide AV-Medien Service GmbH with all relevant information regarding the nature, scope and execution of the commissioned event. This includes, in particular, details of the venue and event times, the number of participants, and the programme schedule with regard to artist and show performances, provided these are not organised by AV-Medien Service GmbH. The Client shall be liable for any incorrect information provided, meaning that AV-Medien Service GmbH shall not be liable for services provided on the basis of incorrect information or instructions from the Client.
3. The Client shall not be entitled to assert warranty claims if they fail to comply with recommendations or instructions from AV-Medien Service GmbH.
4. Any reduction in the invoice amount is strictly excluded if AV-Medien Service GmbH was unable to fulfil the contract because either the client's or the venue's technical equipment or materials were not in proper working order, or because incorrect information was provided.
5. Should the client's technical equipment be required for the event, the client is obliged to hand this over to AV-Medien Service GmbH in good time before the start of the event, at the latest upon request. AV-Medien Service GmbH assumes that such equipment or materials are in working order, but reserves the right to inspect them and, in the event of a negative result, to use replacement equipment from its own stock, where available, against an invoice in accordance with the current price list.
6. The determination of the required number of staff to be employed and their qualifications is the responsibility of AV-Medien Service GmbH.
7. Furthermore, staff planning is carried out in accordance with the German Working Hours Act (ArbZG), as amended.
8. The client has no right to withdraw from the contract. Should the client issue a corresponding notice or cancel the order, the following cancellation fees shall apply:
 - Cancellation up to 30 days before the start of the rental period or service = 30% of the agreed fee
 - Cancellation up to 14 days before the start of the rental/service period = 50% of the agreed fee
 - Cancellation up to 7 days before the start of the rental/service period = 70% of the agreed fee
 - Cancellation up to 48 hours before the start of the rental/service period = 100% of the agreed fee

IX. Live Streaming

1. If the event is an internet livestream, webcast or video conference, the client shall provide a suitable internet connection, unless otherwise agreed in the quotation. Unless otherwise specified, this means a dedicated, wired connection with upload and download speeds of at least 10 Mbit/s each. AV-Medien Service GmbH will provide a list of the ports used upon request.
2. In the event of internet outages, the livestream cannot be broadcast. Despite prior technical checks and extensive experience with LAN and LTE connections, this is a natural risk associated with any livestream broadcast.
3. AV-Medien Service GmbH shall not be liable for the functioning of the internet connection.
4. A stream is a live audio-visual broadcast in which the live stream operator and sound engineer regularly have to make intuitive decisions on the spot regarding the editing. Despite extensive experience and preparation, it may happen that a decision is made which, in view of the content of the event, proves not to be entirely satisfactory. Provided this does not exceed a materiality threshold of 15%, the service provided by AV-Medien Service GmbH shall not be deemed defective.
5. If the livestream is broadcast on platforms provided by the client (e.g. YouTube, ReStream.io), AV-Medien Service GmbH shall not be liable for any outages that may occur on these platforms.
6. Unless specifically stated in the quotation or the order, no recording (video and/or audio) is included in the scope of services.
7. For recordings commissioned solely online (i.e. on servers), it is the case that these may be incomplete or defective due to, for example, a brief interruption in the internet connection. This is a natural risk and does not constitute a defect.
8. Recordings are usually delivered to the client within 48 hours as raw data, unedited and unconverted.
9. Editing and conversions to other file formats will be charged separately.
10. Unless otherwise agreed, recordings will be deleted 14 days after recording without further notice.
11. The client is responsible for archiving the recordings.

12. AV-Medien Service GmbH further accepts no liability whatsoever:

- for unforeseeable technical faults or damage to the hardware used
- for failures or disruptions to the internet infrastructure, including downstream infrastructure such as data centres
- for aesthetic differences between the client and AV-Medien Service GmbH
- for delays caused by raw material that is delivered late, faulty or not in accordance with the agreed standard, which falls within the contractor's sphere of responsibility
- for additional costs incurred as a result of incorrect or delayed information

X. Event Concept Development, Graphics/Design and Layout

AV-Medien Service GmbH retains all copyright to the event concepts, graphics and layouts it has developed (in particular with regard to design, form, colour, font, text, imagery and graphic representation). The client may purchase these from AV-Medien Service GmbH by agreement; however, the originals shall remain on the premises of AV-Medien Service GmbH unless the client requests their return. Otherwise, the client is prohibited from exploiting, reproducing, selling or altering the services provided by AV-Medien Service GmbH (including preparatory work).

XI. Miscellaneous

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

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