

General Terms of Business for the Use of Pictorial Material

Preamble

The PSM Privatstiftung Schloßmuseum Murnau makes pictorial material available on the following terms. These terms shall be regarded as not accepted only if the pictorial material supplied is returned immediately with a declaration by the ordering party that it has not been used and that it will not be used in future. All material supplied together with the awarding of rights of use occur without obligation and are non-exclusive. Originals are not available on loan.

Supply of pictorial material

The pictorial material is only made available on loan. It remains the property of the PSM Privatstiftung Schloßmuseum Murnau and must be returned by the agreed deadline without further written request; material made available in digital form must be deleted after the expiry of the agreed period of time. The PSM Privatstiftung Schloßmuseum Murnau must be informed that the deletion of the material has taken place. The loan period amounts to twelve weeks, but can be extended. Photos for which the PSM Privatstiftung Schloßmuseum Murnau does not own the rights of use that are necessary for the loan of the material will only supply the material after receipt of written permission from the copyright owner. The ordering party must acquire this permission.

Pictorial material is made available only for the agreed purpose in each case. Any form of use requires the express written permission of the PSM Privatstiftung Schloßmuseum Murnau in advance. The ordering party undertakes to provide the PSM Privatstiftung Schloßmuseum Murnau with all details relating to the use (print run, size of reproduction etc.) at the latest before the technical processing of the photographic material.

Pictorial material which was provided by the PSM Privatstiftung Schloßmuseum Murnau may not be depicted in detail or otherwise changed without prior permission, nor may it be reproduced, copied, duplicated, digitalised, archived, stored or used in any other manner. This also applies when the pictorial material has come into the possession of the ordering party via third parties (e.g. in the case of publishing takeovers) and when the ordering party has taken over the contractual relationship of the third party with the PSM Privatstiftung Schloßmuseum Murnau. Copies which may have been made in contravention of this obligation must be destroyed or deleted or returned to the PSM Privatstiftung Schloßmuseum Murnau free of charge. In other respects these Terms of Business shall also apply in such cases. The transfer of material to third parties in whatever form is prohibited.

Costs and Charges

A charge will be made for the supply of each photo in accordance with the price list; this charge varies according to the nature and extent of the use. If the required photo is not available as a print or in digital form, the production costs shall be borne by the ordering party. If for conservational reasons it is not possible to digitalise the original, the ordering party will be charged with the cost of producing a photographic reproduction. If the loan period is exceeded the PSM Privatstiftung Schloßmuseum Murnau will levy a blocking charge. The ordering party shall be responsible for paying delivery costs. Production and delivery costs will be charged even when the pictorial material is returned unused.

Charges for Use

With regard to photos for which the PSM Privatstiftung Schloßmuseum Murnau holds the rights, charges for use will be made in the case of publication in addition to the costs of supplying the material. The right of use is granted only for a single case and is restricted as regards time, content and location. The concrete extent of the transfer of rights is subject to

the agreement made in each case. Any use over and above this approval is subject to additional charges and requires the prior agreement of the PSM Privatstiftung Schloßmuseum Murnau.

Proof of Origin

The ordering party hereby undertakes to label all published material owned by the PSM Privatstiftung Schloßmuseum Murnau with the following picture credit: PSM Privatstiftung Schloßmuseum Murnau. If the source of the picture and/or the photographer is omitted or not clearly stated, the charges for use will be increased by 100 %. A specimen copy of each publication is to be supplied to the PSM Privatstiftung Schloßmuseum Murnau free of charge and without specific request.

Rights

Every use is subject to the provisions of the German laws of copyright. The ordering party hereby undertakes to obtain the permission of the copyright holders before the publication of the pictorial material. If as a result of ineffective or incomplete permission a claim for compensation should be made by third parties, the signing of the licensing agreement by the user shall keep the PSM Privatstiftung Schloßmuseum Murnau indemnified from these claims.

Liability

The ordering party is required to use the pictorial material for the purpose detailed in the agreement, and to return it undamaged after use. If he or she culpably infringes these obligations, he or she shall be required to compensate the PSM Privatstiftung Schloßmuseum Murnau for the resulting damage. By paying a compensatory amount the ordering party does not acquire property or any other rights to the pictorial material.

Terms of Payment, Place of Jurisdiction

The current price list of the PSM Privatstiftung Schloßmuseum Murnau shall apply. Payment shall be made within 30 days of receipt of the invoice. Any costs incurred during the transfer of the payment shall be met by the customer.

The place of jurisdiction is Munich. The laws of the Federal Republic of Germany shall also apply in the case of deliveries abroad.

Murnau, January 2010

We hereby agree to the Terms of Business detailed above:

Date

Signature