

General Terms and Conditions of Martina Bašista

1. Applicability of the General Terms and Conditions

Unless otherwise agreed in writing between the parties, the following General Terms and Conditions of Martina Bašista shall apply whenever an order is placed by the customer, irrespective of the means by which the order is placed. The General Terms and Conditions are publicly available on Martina Bašista's website.

2. Definitions

2.1 Photographic Work. The term "Photographic Work" shall mean the result of work performed by the

Photographer for the Client in accordance with the agreement between the Parties.

2.2 Photographer. The "Photographer" is the person hired to perform the Photographic Work.

2.3. client. The "Client" is the person who orders the photographic work from the Photographer.

2.4 Parties. The "Parties" are the Photographer and the Client.

2.5. copy of the photographic work / copy. Any reproduction of the Photographic Work in analog or digital form on a data carrier, in particular on paper, slides, CDROMs, computer hard disks, shall be deemed to be a "Copy of the Photographic Work" or a "Copy".

3. Offers

Martina Bašista shall prepare its offers on the basis of the templates, manuscripts, specifications, data, etc. provided to it. Insofar as Martina Bašista has to prepare offers on the basis of inaccurate or incomplete templates, manuscripts, specifications, data, etc., the prices stated therein are to be understood as purely indicative prices. Unlimited offers are valid for a maximum of 60 days, unless otherwise agreed between the parties. An offer shall only become binding for Martina Bašista after the customer's order confirmation.

4. Order processing

4.1 Martina Bašista shall provide the cameras and photographic materials as well as other equipment necessary for the photographic work.

4.2 The customer must have backup copies or duplicates of data supplied to Martina Bašista on CDs or other storage media. Martina Bašista accepts no responsibility for incorrect or incomplete data supplied. Martina Bašista expressly disclaims any liability for any loss of data that may occur. Data carriers contaminated with viruses will not be processed. Manuscripts, data carriers, originals, etc. handed over to Martina Bašista will be handled with the usual care. The customer shall bear or insure itself against any further risks without a special written agreement. The customer is obliged to inform Martina Bašista in advance of any significant value of data and documents.

4.3 Poorly written or incomplete manuscripts are to be corrected or completed by the customer. If Martina Bašista is required to clean up or complete the manuscript, the customer shall be charged

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for this work.

4.4 Martina Bašista assumes that the customer owns any necessary reproduction rights for the data and templates provided. Martina Bašista shall only process artwork with the copyright notice of a third party if the customer provides proof of the corresponding reproduction right. Martina Bašista shall not be liable for any damage resulting from the unauthorized use of a reproduction right claimed by a customer.

4.5 The preparation of sketches, drafts, design proposals, test shots and photographic work, etc. by Martina Bašista required for the fulfillment of the order shall be charged to the customer in any case. The latter also applies to tools that have to be produced by Martina Bašista for the fulfillment of the order.

4.6 In all other respects, Martina Bašista expressly reserves the right to deviations in design and material that are customary in the industry.

4.7 Subject to written instructions from the customer, the design of the photographic work shall be left entirely to the photographer's discretion. In particular, the Photographer shall have the sole right to decide on the technical and artistic means of design, e.g. lighting and image composition.

4.8 In the execution of the photographic work, the Photographer may use assistants of his choice. of his choice.

4.9 Unless otherwise agreed in writing, the customer shall be responsible for ensuring that the locations, objects and persons required for the photographic work are available in good time.

4.10. If the Customer postpones a shooting session to a later date less than two days before its date less than two days prior to the date of the session or fails to fulfill his obligations pursuant to Section 4.9. Photographer shall be entitled to compensation for the costs already incurred (including third-party costs). In addition compensation. This is calculated on the basis of the tariff of the SBF and amounts to 50% of the fee that would have been owed according to the tariff for the execution of the cancelled shooting session.

4.11. The rule of paragraph 4.10. also applies if an admission session is cancelled less than two days before the session is postponed to a later date due to unfavorable weather conditions. postponed.

5. Prices / terms of payment

The offered or confirmed prices are net prices plus VAT, unless otherwise agreed between the parties.

The services rendered by Martina Bašista are generally invoiced at the "handover to the customer" status. Prices are subject to change. Additional expenses according to item 3 above, such as template or manuscript revision, changes, test shots, creation of reproduction documents and tools, changes after the "commitment to deliver the picture" has been made, etc., which have been caused by the

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customer, shall be invoiced additionally. Martina Bašista's invoices are to be paid within a payment period not exceeding 30 days. Deductions of any kind by the customer are only permitted if this has been agreed in writing between the parties.

If the processing of an order takes longer than two months, Martina Bašista shall be entitled to demand reasonable advances from the customer.

6. Delivery/delivery terms

Agreed delivery dates are only valid if the necessary documents and information for processing the order are available to Martina Bašista at the agreed time. If the commitment is not given within the agreed period, Martina Bašista is no longer bound to the agreed delivery date. Failure by Martina Bašista to meet the delivery deadline shall not entitle the customer to withdraw from the contract or to claim damages if Martina Bašista is not at fault for the delay (e.g. force majeure, operational disruption, etc.).

7. shipping

The shipment is carried out at the expense and risk of the customer by normal mail. At the express request of the customer, shipments will be made by express, registered mail or courier. Martina Bašista disclaims any liability for delays or damages resulting from shipping.

8. storage

The storage of reproduction material is at the risk of the customer, in particular the risk of a later faultless provision (change of processing techniques). There is no obligation to store working documents (digital customer data, negatives, color prints, photographs, tools, etc.) without written agreement.

9. liability

9.1 Martina Bašista shall be liable, including liability for defects, only for intentional and grossly negligent conduct. The limitation of liability shall also apply to the conduct of its employees and auxiliary persons.

9.2. The work delivered by Martina Bašista shall be inspected immediately upon receipt. Any complaints must be made in writing within 3 days of receipt of the work. Otherwise, the delivery shall be deemed to have been accepted. In the event of justified complaints, Martina Bašista shall rectify the defects within a reasonable period of time. Any liability of Martina Bašista beyond the value of the work is excluded, in particular liability for indirect damage.

10. secrecy

Martina Bašista shall treat information that becomes known to her within the scope of the assigned orders as confidential.

11. rights to the work result

In general

11.1 The Customer may use the photographic work only for the purpose agreed with the Photographer.
with the Photographer. Any use contrary to the agreement shall oblige the customer to pay the photographer compensation in the amount of 150% of the fee owed to the Photographer according to the SAB tariff (Schweizerische Arbeitsgemeinschaft of picture agencies and archives).

11.2 Only the customer is entitled to make use of the photographic work within the framework of the agreement reached with the photographer. The Customer shall not be entitled to grant third parties the right to use the Photographic Work without a mutual written agreement.

11.3 The customer shall mention the name of Martina Bašista in an appropriate form when using the work as agreed with Martina Bašista. The customer shall mention the name of Martina Bašista in the form of the symbol © or in a similar form agreed upon with Martina Bašista. In case of omission of the endorsement, the customer shall owe, in addition to the agreed fee, compensation in the amount of 50% of the fee that would be payable for the unlawful use of the photographic work according to the SBf tariff.

11.4 The provisions of the Federal Law of October 9, 1992 on Copyright and Related Rights (URG) remain reserved.

Third party rights

11.5 If the customer has indicated to Martina Bašista which persons are to be photographed as part of the photographic work, the customer shall ensure that these persons have given their consent to the use that the customer wishes to make of their image as part of the use of the photographic work.

11.6 If the Customer has given Martina Bašista objects or specified locations that are to be photographed as part of the photographic work, the Customer shall ensure that no third party right prevents the use that the Customer wishes to make of the image of these objects or locations (Locations) as part of the use of the photographic work.

11.7 In the event that the obligations provided for in the two preceding paragraphs are violated, the customer undertakes to reimburse Martina Bašista for any damages to which the customer could be the beneficiaries, and to compensate Martina Bašista for all costs of litigation against the beneficiaries.
costs of legal proceedings against the entitled parties.

Use of the photographic work by the photographer

11.8 Martina Bašista reserves the right to publish the photographic work in any form and on any

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medium (in particular on the Internet), to make it available to third parties, to grant third parties an exclusive or non-exclusive license to use the photographic work or to provide third parties with copies of the photographic work. However, this right of Martina Bašista is subject to the prior consent of the customer. The customer undertakes not to withhold his consent without good cause; the customer who does not expressly withhold or restrict his consent in writing within 30 days of Martina Bašista's request for permission shall be deemed to have agreed to the respective use.

11.9 In the event of use of the photographic work by the Photographer within the meaning of the preceding paragraph, Martina Bašista shall ensure that the intended use does not infringe any third party right to the depiction of persons, goods or places.

12. References

Martina Bašista has the right to refer in particular in publications (internet, printed matter), at exhibitions and in conversations with potential clients, to refer to the collaboration with the customer and to the photographic work created for him.

13. Applicable law and place of jurisdiction

The exclusive place of jurisdiction shall be the Photographer's place of business.

For all disputes arising from this contract, the jurisdiction of the district court of Affoltern am Albis is agreed. Only Swiss law shall apply to the contractual relationship.

Status July 29, 2021