

## ADDRESS

Bonner Strasse 263  
50968 Cologne  
Germany

## CONTACT

Phone: +49 221 936 1100  
E-Mail: [info@goodstock.eu](mailto:info@goodstock.eu)

## MANAGING DIRECTORS

Michael Klein

[www.goodstock.eu](http://www.goodstock.eu)

## General Terms and Conditions of Business

1. General
  - 1.1. The following General Terms and Conditions of Business apply to all of the services provided by Goodstock GmbH for its customers, in particular for image material downloaded from the image archive on the website [goodstock.eu](http://goodstock.eu).
  - 1.2. As the licensor, Goodstock GmbH owns the usufructuary and exploitation rights to the image material in the archive on the [goodstock.eu](http://goodstock.eu) website, to the extent that it is stated as the copyright holder on the photographs. The licensee may use the acquired rights commercially for the agreed purpose. Transferring and granting third party rights, for example architect's copyrights for properties depicted, or the right of persons shown in an image does not form part of the agreement. These rights must be obtained separately if required.
  - 1.3. The General Terms and Conditions of Business can be found on the [goodstock.eu](http://goodstock.eu) website via an easily visible link, they can be printed out and thus constitute as being included. The General Terms and Conditions of Business are regarded as having been accepted from the start of the business relationship or the order of services, however at the latest when the image material has been received, which means that any reference by the licensee to the licensee's own general terms and conditions is rejected.
  - 1.4. The image material (photographs) offered by [goodstock.eu](http://goodstock.eu) must be regarded as images protected by copyright within the meaning of Section 2 (1) no. 5. of the UrhG (German Copyright Act). Goodstock GmbH reserves the right to add electronic watermarks to the image material it offers in order to be able to ascertain any violations of rights.
  - 1.5. Goodstock GmbH operates an online image database. If nothing else is agreed, material is transferred digitally.
  - 1.6. Any differences to the General Terms and Conditions that are agreed verbally only become valid after written confirmation from the licensor.
  - 1.7. Design proposals or concepts commissioned by the customer are independent services which must also be remunerated to the licensor if these are not published.
  - 1.8. If Goodstock GmbH takes over an individual order, it does not guarantee that the location requested by the customer for taking the photographs will be released. Any costs that have already resulted must be refunded by the contractor.
  - 1.9. If Goodstock GmbH accepts an individual order, it does not guarantee that third party rights have been clarified. For example, no guarantee can be made that the buildings that can be seen at the location requested by the customer can be photographed without license fees. The customer is responsible for acquiring corresponding rights and must bear any license fees that may be incurred in this regard. At the same time, at this junction we note that photographing the exteriors of buildings in public areas is permissible within the scope of the UrhG, as set out in Section 59 of the UrhG.
2. Image material ceded for use
  - 2.1. The General Terms and Conditions apply to all image material ceded for use by the licensor, irrespective of the process stage or technical form in which it is present.
  - 2.2. Over and above the agreed purposes, the licensee may only pass on the image material to third parties as part of operating processes for viewing, selecting and technical incorporation.
  - 2.3. Use of the image material is only permitted after Goodstock GmbH has agreed the planned use and the designated purpose. As a rule, "low resolution material" from the [goodstock.eu](http://goodstock.eu) website may not be used for publication.
3. Liability/warranties
  - 3.1. Goodstock GmbH only transfers usufructuary rights for the image material to the extent that it has itself acquired usufructuary and exploitation rights from the photographers. Additional third party rights which are affected by the motif in the image are not covered by the license agreement's warranty. The licensee himself is responsible for the corresponding authorisations from third parties, and must also bear the costs incurred in this regard. Goodstock GmbH's release declarations thus only relate to the rights which the photographer has transferred to Goodstock.
  - 3.2. In line with good commercial practice, any defects in the image material must be reported immediately (within two working days). Otherwise the service is regarded as being free of defects.
  - 3.3. Goodstock GmbH is only liable to the licensee for grossly negligent or wilful behaviour.

4. Granting rights to the objects of the agreement
- 4.1. As a rule, the licensee acquires a simple usufructuary right from the licensor for one-off commercial use.
- 4.2. Exclusive usufructuary rights, media-related, physical and also temporal exclusive rights must be agreed separately.
  
- 4.3. Upon delivery, only the usufructuary right is transferred which is required for the one-off use of the image material for the purpose stated by the licensee. This relates, in particular also only to the publication stated by the licensee, the stated medium or the defined data carrier. In the event of doubt, the medium applies (newspaper, internet, print, etc.) for which the image material has been provided based on the delivery note or shipping address.
- 4.4. Use of the image material is thus restricted to the designated purpose, medium, timing, positioning, special printing characteristics, image size, publication area, branch of industry, and other conditions which serve the agreed purpose.
- 4.5. Any use over and above those stated in Item 3 is subject to a fee and requires the licensor's prior express consent. This applies in particular for:
  - secondary use or secondary publication;
  - any processing, changes or redesigning of the image material using photo-composition, montage or using electronic aids to create a new copyright-protected work
  - adjusting, tracing, photographing or otherwise using the image material as a template for a motif
  - digitalization, saving or duplicating the image material on all types of data carriers (e.g., magnetic, optical, magneto-optical or electronic media such as CD-ROMs, CDi, diskettes, hard drives, soft drives, microfilm, etc.), to the extent that this is not only for technical processing of the image material,
  - any duplication or use of the image data on a CD-ROM, CDi, diskette, or similar data carrier,
  - any recording or re-transmission of the image data in online databases or in other electronic archives (including to the extent that this relates to the customer's own electronic archive),
  - transmitting the digitalised image material via remote data transmission or using data carriers that are suitable for public transmission on displays or to create hard copies.
- 4.6. The licensee is not authorised to transfer the usufructuary rights granted to him to third parties. This also applies to the licensee's group or subsidiary companies.
- 4.7. Licensees located abroad are only granted usufructuary rights to the extent that Goodstock GmbH is able to do so as a result of the usufructuary and exploitation rights granted to Goodstock by the photographer according to the UrhG.
  
5. Fees/use
- 5.1. Each use of image data is subject to a fee. As a rule, usufructuary rights are only granted based on the General Terms and Conditions. The licensee undertakes to provide all of the information required for settlement without this being requested.
- 5.2. The agreed fee applies. If no fee has been agreed, this is governed by the Goodstock GmbH's current fee scale in each case. The fee is net of the respective applicable VAT.
- 5.3. In the event of unreported and thus unauthorised use by the licensee, the licensor is authorised to impose an infringement premium (contractual penalty) of 400% on the fee for use which he would otherwise have charged for the respective use.
- 5.4. The fee only applies for the one-off use of the image material for the agreed purpose. If the fee is also for use over and above this, this must be agreed in writing.
- 5.5. Costs and expenses resulting from an individual order and which are required to realize the project are not included in the fee and must be refunded by the licensee.
- 5.6. The agreed fee must also be paid in the full amount if the image material ordered and supplied is not published.
  
6. Copyright  
If not otherwise agreed in writing, each published image must include information on the photographer's copyright according to Section 13 of the UrhG. This does not apply for images blended into films or TV broadcasts.
  
7. Other
- 7.1. Any incidental agreements to the contract or these General Terms and Conditions must be made in writing to be valid.
- 7.2. The exclusive place of jurisdiction is Cologne to the extent that the contracting parties are merchants, legal entities under public law or if one party does not have a general place of jurisdiction in the Federal Republic of Germany.
- 7.3. If one or several of the provisions of these General Terms and Conditions are void or invalid, this does not affect the validity of the other conditions. The parties undertake to replace the invalid provision with an effective provision with a corresponding meaning which economically and legally most closely approximates the intended regulation.