die mbw.

Digital.
Hybrid.
Präsenz.

# General Terms and Conditions

of mbw Medienberatung der Wirtschaft GmbH („**mbw**“) for

**Production and distribution of video and audio contributions and Carrying out training events**

Feb 2025

## 1. General Information

1.1. These general terms and conditions apply to all contractual relationships whose subject matter is the production of audio or video reports about events and/or companies as well as the distribution of these reports by the company mbw I Medienberatung der Wirtschaft GmbH, Max-Joseph-Straße 5, 80333 Munich (hereinafter: 'mbw').

1.2. Deviating terms and conditions of the customer shall only apply if they have been previously recognised in writing by mbw.

1.3. If and insofar as the services of mbw are rendered on the occasion of an event or a seminar at the Haus der Bayerischen Wirtschaft, the 'General Terms and Conditions Events at hbw' shall apply in addition. Should these two general terms and conditions contradict each other, the more specific one shall take precedence over the general one and, if this cannot be determined, the legal situation shall apply.

## 2. Contract offer and conclusion

2.1. Offers of mbw are non-binding, unless otherwise stated in writing. Unless otherwise specified in writing, mbw shall be bound by firm offers for a period of two weeks from the date of the offer.

2.2. The contract is concluded by the written order confirmation of the customer, at the latest with the start of the service provision. mbw reserves the right - in agreement with the customer - to render partial services and to invoice them separately.

2.3. In the order and in its acceptance, the services to be rendered by mbw are described with regard to their type, quantity and time. The description can be made by reference to the offer. If a service is not defined in detail, mbw shall be entitled to determine the

content at its reasonable discretion in such a way that the recognisable purpose pursued by the customer by commissioning mbw is achieved. The contracting parties agree that the services to be rendered by mbw grant mbw a large degree of artistic and/or tasteful freedom of design. mbw will use this freedom of design in such a way that the purposes recognisably pursued by the customer are achieved. A restriction of the freedom of design can only result from the order letter and its acceptance.

Insofar as the contracting parties have drawn up a time schedule for the provision of the services by mbw and the provision of the customer's acts of co-operation in addition to the order and its acceptance, this time schedule is an essential part of the contract. Insofar as such a schedule is not required according to the nature of the project (e.g. event documentation or audio contributions), the customer shall provide the reasonable acts of co-operation resulting from the purpose of the production in due time.

## 3. Third-party services

3.1. Third-party services are generally purchased via mbw.

3.2. In agreement with the client, a third-party service can be arranged for the client, whereby the contract is concluded directly between the provider of the third-party service and the client of mbw.

## 4. Range of services

4.1. The range of services offered by mbw includes

- studio productions
- streaming services
- Work on digital editing systems
- Audio productions
- Film services
- training courses

Details of the individual services are specified in the offer and contract with the customer.

## 5. Payment

5.1. Agreed prices are net prices plus the currently applicable statutory VAT.

5.2. The offer prices are only valid for an undivided order. If partial services are requested by the client, a separate offer will be prepared for each.

5.3. Services requested by the client but not included in the offer will be invoiced additionally.

5.4. Additional expenses will be invoiced according to the current remuneration rates.

5.5. Licence costs are generally not included in the offer, unless otherwise agreed. Costs for the artists' social security fund and GEMA fees will be charged to the customer.

## 6. Rights

6.1. mbw warrants that mbw holds the necessary copyrights and neighbouring rights for the contractual use of the content created by mbw. Furthermore, mbw warrants that it is not restricted in the disposal of these rights and that it has not yet disposed of these rights in any other way.

6.2. However, mbw does not guarantee the ownership of rights to the material provided by or on behalf of the customer. The customer rather undertakes to provide mbw with those rights which mbw requires for the contractual utilisation within the scope of the present contract. If necessary, the customer shall provide mbw with the corresponding evidence immediately upon request of mbw. If the customer has not procured the corresponding rights for mbw, the customer shall reimburse mbw for the resulting damage, including financial loss.

6.3. Subject to full payment of the agreed price, mbw transfers to the customer the right to use the content created by mbw within the scope of the intended use specified by the customer in the order letter or its acceptance. mbw does not transfer any further rights to the customer.

If, for example, the client has commissioned an audio or video contribution as a PR measure for forwarding to the radio editorial offices, the client shall only receive the right to broadcast the contribution by radio stations, but not further rights of use,

such as the right to reproduce the contribution on data carriers and to sell, lend or give it away and/or to make the contribution publicly accessible on the client's own homepage or third-party homepages. If the customer wishes to use the contractual contribution in other, additional ways after conclusion of the contract, further rights may be required. mbw is prepared to procure these rights, provided that the resulting expenses, in particular the further costs of granting rights, are reimbursed by the customer, namely in the amount of the own or third-party costs plus a reasonable handling fee of 15 %.

## 7. Cancellation by the customer

Cancellation of the contract by the customer can only be made in writing.

- In the event of cancellation up to 30 days before the start of the service, mbw shall invoice any expenses incurred up to that point.
- From the 30th day to 14 days before the start of the service, 50% of the remuneration owed shall be due.
- If the cancellation occurs later, the entire remuneration shall be paid.

Any expenses saved shall be taken into account. The customer is at liberty to provide evidence of lower damages, and mbw of higher damages.

In the case of third-party services, the cancellation conditions of the respective service provider shall apply.

### 7.2. Cancellation of training courses and training events

The customer has a contractual right of cancellation. If the customer cancels the contract, he shall be entitled to the following percentages of the remuneration owed:

- for cancellations between forty-two (42) calendar days and twenty-nine (29) calendar days: 20 %
- for cancellations between twenty-eight (28) calendar days and eight (8) calendar days before the event: 50 %
- for cancellations between seven (7) calendar days and one (1) calendar day before the event: 80 %
- Cancellation on the day of the event: 100 %

A reasonable substitute participant will be accepted by mbw without additional costs being charged.

For third-party services, the cancellation conditions of the respective service provider apply.

In the event of cancellation of events on the premises of the hbw ConferenceCenter, the General Terms and Conditions of the hbw shall apply.

7.3. When executing ist orders, mbw reserves the right to deviate from the agreed procedure if these are reasonable fort he customer and necessary from mbw's perspective (e.g. due to short-term changes tot he technical framework or production resources).

Withdrawal can only be made during normal working hours (weekdays, 8:00 a.m. – 6:00 p.m.).

## 8. Liability

8.1. mbw assumes no liability for the customer achieving the purpose pursued by him through the services provided by mbw.

8.2. mbw assumes no liability for contents and statements of the respective production, insofar as these are based on the information or specifications of the customer and/or were authorised by the customer within the scope of the release of one of the production steps. The customer undertakes to indemnify mbw in the event of a claim by a third party and in particular to support mbw in the event of corresponding litigation by providing information and in any other appropriate form; this also includes the assumption of the resulting actual litigation costs, which may also exceed the RVG.

8.3. Otherwise, mbw shall only assume liability in the event of injury to life, body or health based on a negligent breach of duty by mbw or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of mbw, or if any other damage is based on a grossly negligent breach of duty by mbw or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of mbw.

8.4. Liability is otherwise limited to the amount which, in the normal course of events, could be considered as a possible amount of damage.

## 9. Early termination of contract

9.1. mbw may terminate the further co-operation with the customer if there is an important reason for this. An important reason exists, for example, if the customer does not fulfil his cooperation in time and/or in full despite a reminder and/or does not make a payment in time and/or in full and/or if the customer discontinues his business activities. In this case, the customer shall pay to mbw the full agreed remuneration less the amount that mbw has taken into account in its offer letter for the services not yet commenced.

## 10. Advertising and confidentiality

The contracting parties undertake to maintain confidentiality with regard to all circumstances and facts relating to the business operations of the other party and which are either expressly subject to a confidentiality clause and/or by their nature require confidentiality. The confidentiality obligation shall not be breached if the respective contractual partner discloses facts to third parties for legal reasons or for the purpose of safeguarding interests and/or obliges the recipient of the information to maintain confidentiality.

In any case, the parties agree that the arrangements under this agreement, in particular the financial arrangements, are subject to confidentiality.

## 11. Miscellaneous

Should individual provisions of these General Terms and Conditions and/or the agreement be invalid, this shall not affect the validity of the remainder of the agreement. The invalid provision shall be replaced by the applicable statutory provision.

The same applies in the event that this agreement should contain loopholes.

11.1. In addition, the law of the Federal Republic of Germany shall apply without UN sales law and without IPR.

11.2. The place of fulfilment is Munich. The place of jurisdiction is, as far as legally permissible, also Munich.

11.3. In the event of disputes, the contracting parties shall first endeavour to reach an out-of-court solution. If it is not possible to reach an out-of-court solution, the contracting

parties shall attempt to resolve the disputes through mediation with the assistance of a judge trained in mediation at the Munich I Regional Court. If such a solution is unsuccessful, either party to the contract may take legal action to resolve the dispute. Mediation is deemed to have failed if a solution has not been found within six months of the start of mediation.

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