



PIXEL BRANDING

VISUAL SOLUTIONS

GENERAL TERMS, DELIVERY AND PAYMENT

Area of application

Our terms and conditions apply exclusively and for all future business with the contractual partner. Existing or deviating conditions of our contractual partner are not accepted by, unless we have expressly agreed in writing. Our terms and conditions shall apply even if we are aware of conflicting or deviating terms and conditions of our contractual partner our services without reservation. All offers of PIXEL BRANDING GmbH - Visual Solution are non-binding and subject to availability.

Copyright

Each draft order issued by us is a copyright contract, which is directed to the granting of rights to use and exploit our Services. The provisions of the Copyright Act in conjunction with the work contract provisions of the Civil Code. For our designs and working drawings as personal intellectual creations copyright law applies. These documents may not be disclosed to third parties, unless we give the customer our express written consent. The provisions of the Copyright Act shall apply even if the required by §2 Copyright Act of originality has not been reached.

Usage rights

The designs and working drawings remain the property of PIXEL BRANDING GmbH - Visual Solution and principals will be awarded only to a contractual relationship in accordance with usage. Our designs and working drawings may be changed, neither including the copyright notice neither the original nor in reproduction. Any imitation - even of parts or details - is prohibited and requires the prior written consent of PIXEL BRANDING GmbH - Visual Solution. These documents may not be disclosed to third parties, unless we give the customer our express written consent. By paying our fee, our contractual partner acquires the right to exploit our work within the agreed framework and use. Here our contractors copyright law is the exclusive right of use in accordance with § 31 Para. Granted.

Asset type and scope of use

Our work shall be used only for the agreed usage and the purpose agreed in the agreed scope. Every other or further use is not permitted without prior written consent and subject to prior agreement of the additional compensation.

Services

Designs and working drawings constitute a single service from PIXEL BRANDING GmbH - Visual Solution in connection with the granting of the necessary rights. The fee of this service is made up of the following partial payments:

- the design fee
- the working drawing fee
- the usage fee.

Proposals and / or suggestions of the client or any third party shall not establish a joint copyright and have no influence on the fee of PIXEL BRANDING GmbH - Visual Solution.

Scope of Work

No activity of PIXEL BRANDING GmbH - Visual Solution and any submission of draft PIXEL BRANDING GmbH - Visual Solution is free of charge or free of charge, unless this has been previously agreed upon in writing between the parties. Special services, such as makeovers or changes of working drawings and designs are presented separately according to time and price charged to the customer list.

Return policy

Created and supplies PIXEL BRANDING GmbH - Visual Solution behalf designs and / or working drawings, without which it is to be used by the client, the design fee and working drawing fee of PIXEL BRANDING GmbH - Visual Solution is due.

Terms of payment

The fee of PIXEL BRANDING GmbH - Visual Solution is due upon delivery. It is payable against invoice. Be engaged to perform work rendered taken in parts, the corresponding part payment is due upon acceptance of each part on account of PIXEL BRANDING GmbH - Visual Solution without deduction. All fees are net fees, which are exclusive of the applicable statutory value added tax. Bills of PIXEL BRANDING GmbH - Visual Solution have to be paid without deduction and discount 7 days upon receipt of the invoice by the contracting authority

Travels

For trips that are required for execution of the order, the customer bears the resulting travel expenses and reimburse immediately upon certification.

Expenses

Outlay for ancillary technical costs, for example, for special materials, custom-made models, photos, etc. Between recordings are to be reimbursed by the client.

Aftercare

After implementation of the project the client is obliged to the working drawings and designs at PIXEL BRANDING GmbH - Visual Solution publishes. The return of originals and working drawings done at the risk and expense of the client.

Implementation

In the artistic accomplishment of the orders placed PIXEL BRANDING GmbH - Visual Solution is free.

Usage rights across borders

Under the usage rights across borders, the sale of all rights to a work to a lump sum fee is to be understood. For the buyout separate contractual usage guidelines PIXEL BRANDING GmbH - Visual Solution the contract is signed.

Overview of the Buy-Out is as follows: Buy out for Germany: 1 basic fee; Buy out the German-language EU (Germany, Austria and Switzerland): 3-fold basic fee; Buy out of Europe: 5 times basic fee; Buy out of the world: 7-fold basic fee.

Each buy-out is discussed Photography individually according to the wishes, advertising, concept campaigns, public media use as Facebook, You Tube, etc. Websites with PIXEL BRANDING GmbH - Visual Solution and written to the agreement.

Direct use of the work product / drafts mentioned etc. for top campaigns, usages etc. may be used only after receipt of the invoice accordingly asked.

Any entries without the contractual arrangements for the use, not naming the author PIXEL BRANDING GmbH - Visual Solution are high penalties punishable unaffected time.

Liability

After approval of drafts, final drawings, final designs and / or working drawings by the contracting authority from any liability PIXEL BRANDING GmbH - Visual Solution omitted. If the client PIXEL BRANDING GmbH - Visual Solution templates and / or documents, for example, Photos, models, samples etc., presented for use, the customer is responsible for ensuring that these templates freely available for use by third-party rights.

Labor and charges

Our staff prices per day based on a 10-hour working day, including an hour break. Overtime will be charged with 1/9 of the daily fee plus the following surcharges:

- 1st and 2nd hour of overtime 1/9 days Gage plus 25%
- 3rd and 4th hour of overtime 1/9 days Gage plus. 50%.
- from 5. About an hour 1/9 days Gage plus. 100%.
- Sunday premium 50%.
- Holiday surcharge 100%.
- Night surcharge (working time from 0.00 until 6.00 am excl. 25%

The catering with food and drink at the expense and by the contracting authority to request from PIXEL BRANDING GmbH - Visual Solution. The client pays required overnight stays by employees of PIXEL BRANDING GmbH - Visual Solution. It is an individual room with a large bed / double bed and Internet access per person in a 4-star hotel. The client will pay the traveling expenses against receipts and proof.

Cancellation

In case of cancellation of the order to 30 days before the start of production fall to 50% of the costs of concept PIXEL BRANDING GmbH - Visual Solution.

In case of cancellation 10 days prior to the start of production fall to 100% of design costs and 50% of personnel and technical costs.

If canceled up to 3 days prior to the start of production fall to 100% of the concept and personnel and technical costs.

Transport costs

Local transport is carried out at the expense of the client.

Others

Technical requirement are offered, planned and implemented by PIXEL BRANDING GmbH - Visual Solution. If the customer obtains its technology through its partner, assumes PIXEL BRANDING GmbH - Visual Solution no liability of quality etc.

The default Rider (specifications) of the company v - Visual Solution is an integral part of the Conditions of Use. Should one of the rider's points not be properly complied with, PIXEL BRANDING GmbH - Visual Solution reserves, also at the event, in front of the entrance to cancel the performance.

Jurisdiction and performance

If buyer and consignor are both registered traders in the commercial register, our business location is place of jurisdiction. We are also entitled to sue the customer at his residence. Our office is registered in Mannheim, Germany.