

Terms and conditions for news aktuell's content production services

These Terms of Business apply to all text, graphics, audio and multimedia press release production services carried out by news aktuell, even if the services are rendered without express reference to these Terms. Amendments or additional agreements require the prior written confirmation of news aktuell. Customer's terms of purchase conflicting with these Terms do not apply.

§ 1 Order placement and execution

Only conditions and specifications made in the last respective offer or the corresponding order confirmation by news aktuell or a valid contract will apply. news aktuell may appoint external content production service providers at its own discretion. Upon receiving the order, the respective service provider will get in contact with the Customer for an initial briefing, scheduling and co-ordination of all details. The customer may request a one-off change in text, graphics or audio cut free of charge. Such requests must be communicated to news aktuell within two working days after transmission of the material to the Customer.

§ 2 rights of use / rights of third parties

I. The customer ensures that no valid law or third party rights are infringed by the order content or its creation, or else obtains the necessary permits and / or usage rights in advance and, if necessary, transfers them to news aktuell. The Customer must indemnify news aktuell from any third party claims resulting from the production of the content as long as the production is carried out in accordance with the order and compensates news aktuell for any damage, including the costs of appropriate legal defense with respect to such third-party claims against news aktuell.

II. news aktuell ensures that external service providers only make use of their own or copyright-free material. In the event of a specific request by the customer, material copyrighted by third parties may be used (eg GEMA-protected music). In this case, licensing / approval procedures and additional charges will apply.

§ 3 General liability

news aktuell is not liable in the event of minor negligence by its management, legal representatives, employees and agents, unless it involves a material breach of contract. Liability for gross negligence is limited to compensation for the typical foreseeable damage and is limited to a maximum of EUR 10,000.- per case. The above limitations on liability do not apply in the case of culpable damages to life or health and in cases where the German Product Liability Act or other general legal provisions valid in Germany regulate liability. In any case, the Customer must actively collaborate to mitigate the damage. news aktuell is not liable for damages suffered by the Customer due to alleged quality defects. Additional costs incurred by the absence or delay of a Customer at on-site production appointments must be born by the Customer.

§ 4 Order Cancellation and Postponement by the Customer

The following fees will apply:

- Cancellation within 6 or more working days before the appointed production date and postponements: Customer will compensate news aktuell fully for any already incurred costs and non-cancellable services by third parties
- Cancellation within 3-5 working days before the appointed production date: 50% of the contract value, or at least any already incurred costs and non-cancellable services by third parties
- Cancellation later than 2 or less working days before the appointed production date: 100% of the order value.

§ 5 Prices and Payment

Prices are specified in the respective quotation or final order confirmation. Invoices are to be settled immediately and without deduction. If an invoice is issued to a third party upon request by the customer, the customer will be liable to news aktuell in the event of late and/or incomplete payment by the invoice recipient.

§ 6 Miscellaneous / General

Publication or distribution orders are subject to our separate Terms for the distribution of PR content.

<https://www.newsaktuell.com/tcu/distribution/>

This Agreement is to be governed by German law, with the place of jurisdiction being Hamburg. Should one or more clauses of these Terms prove or become invalid, this has no effect on the validity of the remaining clauses. The contracting parties will act to replace the said clauses with one, which serves the originally intended purpose of the invalid or unenforceable provision. The aforementioned provision will apply accordingly in case of legal loopholes.

01.08.2023