



# JAN GRIMM MASTERING

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## GENERAL TERMS AND CONDITIONS (GTC)

These general terms and conditions serve on the one hand to secure us as a contractor, on the other hand to protect the rights of third parties, in this case the client.

**§ 1 a)** All services, deliveries, shipments and returns are for the account and at the risk of the client. The client is the person who has initiated the execution of the order - in writing or verbally - even if the invoice is issued to a third party at his request, i.e. he is fully liable for the invoice amount alongside the third party. If the order is placed in the name of and for the account of a third party, the Contractor shall expressly draw attention to this fact when placing the order. The Contractor shall not be obliged to verify the authority of the person placing the order.

**§ 1 b)** All services rendered to the client shall be checked for correctness by the client. Silence means here equal release. The Contractor shall not be liable for any resulting damage due to lack of verification on the part of the Client.

**§ 2** The Contractor shall only be obliged to provide a written order confirmation if this is expressly requested by the Client.

**§ 3** If protected works, music or language are used within the orders at the client's request, the clarification of any third-party rights is the responsibility of the client. The contractor is not obligated to verify to what extent the content of ordered works violates legal regulations. If this is the case, the client is liable for all resulting disadvantages or damages.

**§ 4** Liability for retained sound and image material can only be assumed up to the material value of the carrier material and only up to a maximum period of 3 months after invoicing.

**§ 5** The client shall be liable for processing damage to third-party audio and video recordings up to the material value of the carrier material.

**§ 6** If the client provides irretrievable or difficult-to-replace audio and video recordings for editing, presentation or similar purposes, the risk, and if necessary also the conclusion of insurance in excess of the material value, as well as the arrangement for the production of backup copies, shall be borne by the client.

**§ 7** Intermediary activities, such as the acceptance and delivery of supplies to and from the copying plants, postal and railroad expeditions, the procurement of speakers, actors, etc., shall always be carried out on behalf of and for the account of the Client, even if this is not expressly indicated by the Contractor, unless they are expressly the subject of a production or editing order. The Contractor shall not assume any liability or warranty for such intermediary activities.

**§ 8** Deadline promises for processing and production processes are made to the best of our knowledge and belief, but without guarantee. We accept no liability whatsoever for delays caused by external service providers, copying plants, etc.

**§ 9** In the event of delays caused by the contractor in the course of a processing or production operation, the contractor shall be liable only up to the amount of the in-house performance caused by the delay. Third-party services as well as indirect damages are not included in the liability. If no special price agreements are made, the Contractor's list prices valid on the day of delivery shall be deemed agreed. Prices and price lists shall be made available at any time upon request.

**§ 10** If, in the course of the execution of an order, external services are required, i.e. services that cannot be performed with the studio's own equipment and personnel, the contractor shall generally not be held responsible for the quality, punctuality and costs of these services.

**§ 11** For sound and text creations created by the contractor within the scope of the order or provided from archives, all performance rights or reproduction rights shall remain with the contractor until full payment of all claims arising from this order or other orders of the client. Likewise, any visual or audio material produced by the Contractor or its agents shall remain the property of the Contractor until paid for in full. Prior to any publication of works in which the Contractor has participated, the Client undertakes to hand over the sound or image material. The same applies to advertising.



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**§ 12** In all productions in which the Contractor has participated, the Client undertakes a) to maintain silence vis-à-vis third parties b) to represent the interests of the Contractor (advertising, interviews, etc.) c) to make any public statements about the Contractor only with consent. d) not to discredit the Contractor, e) to name the Contractor by name in all production-relevant postings on social networks or when uploading to various streaming portals, so-called "credits". In case of any violation, a contractual penalty will be imposed and the contractor has the right to withdraw from the contract. All resulting damages shall be borne by the Client.

**§ 13 a)** Upon conclusion of a contract, all rights, the work produced by the contractor, until full payment to Jan Grimm Mastering. Unless otherwise agreed, 100% payment in advance is required. Only after payment, the audio material or a "pre-listening version" will be made available.

**§ 13 b)** The contractor makes the finished work available for download for 28 days. During this period, the material can be downloaded. After this period, the Contractor reserves the right to re-provision with an expense for archiving and securing of 10 euros for each new provision charged.

**§ 14** Shipping and transportation of material of any kind is at the expense and risk of the client. Packaging shall be at our discretion.

**§ 15 a)** An appointment is always to be requested bindingly. Jan Grimm Mastering will confirm the appointment in writing via email to the given email address within 24 hours or, if necessary, provide 2 alternative appointments. As soon as the confirmation of Jan Grimm Mastering is available, the appointment is considered binding.

**§ 15 b)** If a project is finished or if a so-called "Pre" version has been sent, the client has 7 working days to express change requests. If these are within the scope, i.e. the reasons for the changes were not previously known or apparent, revisions are available to the client free of charge for all mastering services, provided that these do not cause a complete reworking of the project.

If the client requests changes outside of this revision period, these will be subject to a charge.

Both parties have the option to dissolve the contractual relationship after the 3rd revision. In this case, the Contractor undertakes to repay in full any payments already made by the Client within a four-week period. There is no claim to interest on the part of the client.

**§ 16** Place of jurisdiction and place of performance is 55543 Bad Kreuznach, Germany.

**§ 17** The form of payment is listed in advance in the offer or the invoice or agreed verbally. However, form of payment is always listed in the invoice.

**§ 18** Changes to the contract must be in writing.

**§ 19** If a provision of the contract including these provisions is invalid, the validity of the remaining provisions shall not be affected.

## Contact

- Mobile / WhatsApp / Signal / Threema / FaceTime: 0049 170 1802949
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