

Campera Media

SOUND AGENCY · FRANKFURT · CAMPERA.MEDIA

Campera Media – General Terms and Conditions (GTC)

Version: 2026

General Provisions

§ 1.

The following General Terms and Conditions (GTC) form the basis for all orders and contractual relationships with Campera Media. Any conflicting, deviating, or supplementary terms and conditions of the Client shall only become effective if Campera Media has expressly agreed to them in writing. This applies even if Campera Media performs services with knowledge of the Client's conflicting terms and conditions.

§ 2.

Regular office and studio hours are Monday to Friday, 9:00 a.m. to 6:00 p.m. Production work outside these hours, as well as on weekends and public holidays, is possible by prior arrangement and is subject to the following surcharges:

- 6:00 p.m. – 8:00 p.m.: + 20 %
- After 8:00 p.m.: + 50 %
- Sundays and public holidays: + 50 %

§ 3.

All prices include personnel costs. Materials are charged separately for studio sessions and are included in the price for spot productions. All prices are net and subject to applicable statutory VAT. Quotations from Campera Media are non-binding unless otherwise stated in a written order confirmation.

Concepts, calculations, drafts, and other documents provided by Campera Media are subject to proprietary and copyright protection and may not be disclosed to third parties without prior written consent.

§ 4.

Bookings – whether placed by phone or in writing – are binding. Cancellations are free of charge only if received no later than 24 hours before the scheduled production start. In the event of a later cancellation, 50% of the agreed service fee will be invoiced.

§ 5.

Campera Media guarantees the storage of project-related data and mix elements on its own storage media for a period of 3 months following the completion of each production.

General Terms and Conditions

§ 1.

All services, deliveries, and shipments — including returns of any kind — are made at the Client's expense and risk.

§ 2.

The Client is the person who has initiated the order, regardless of the form in which it was placed. This also applies if the invoice is issued to a third party at the Client's request; in such cases, the Client is jointly and severally liable alongside the invoice recipient. If an order is placed on behalf of and for the account of a third party, Campera Media must be expressly informed of this upon placing the order. Campera Media is not obliged to verify the authority of the person transmitting the order.

§ 3.

A written order confirmation will only be issued by Campera Media if expressly requested by the Client.

§ 4.

If, in the course of a production — such as radio, TV or cinema commercials, sonic branding projects, music productions, sound design work, voice-over productions, or comparable projects — copyrighted or neighbouring rights-protected content, music, or spoken language is used at the Client's explicit request, the Client is solely responsible for obtaining all necessary usage rights, compensating the rights holders accordingly, and resolving any third-party claims. Campera Media assumes this responsibility only upon explicit and separate written instruction.

The Client indemnifies Campera Media in full against any claims by third parties arising from or related to the use or processing of materials supplied by the Client.

Campera Media expressly points out that the reproduction, editing, distribution, or any other commercial or public exploitation of copyrighted or neighbouring rights-protected works, music, or spoken content without the necessary authorisations is unlawful. Campera Media is not obliged to independently verify whether the commissioned content is subject to such authorisation requirements. If a legal violation exists, the Client is obligated to hold Campera Media harmless from all resulting damages and third-party claims.

Rights administered by GEMA or equivalent collecting societies are not transferable and cannot be settled through payments made to Campera Media. However, Campera Media is available to assist in clarifying copyright and neighbouring rights issues on the Client's behalf upon request.

§ 5.

Campera Media's liability for audio or visual material left behind by or not collected by the Client is limited to the replacement value of the physical medium and ends no later than 3 months after the invoice date.

§ 6.

For damage to third-party materials (audio, visual, or data media) entrusted to Campera Media, liability is limited to the replacement value of the respective medium.

Orders for reference or broadcast copies must be placed in writing. Verbally placed orders of this nature will not be accepted and do not give rise to any liability.

§ 7.

If the Client entrusts Campera Media with recordings for processing or preview purposes that are irreplaceable or difficult to replace, the Client bears all associated risks. This includes in particular the obligation to arrange adequate insurance coverage and to have backup copies made prior to submission.

§ 8.

Campera Media and its staff are not obligated to proactively inquire about any special risks associated with the material to be processed. If damage results from undisclosed characteristics of the material, the Client bears full responsibility.

§ 9.

The Client has the right to inspect the completed productions free of charge on Campera Media's equipment prior to delivery, to verify technical quality and compliance with applicable standards (e.g. broadcast suitability, audio norms). Complaints arising after delivery and detected on third-party equipment will only be considered if a verifiable deviation from recognised industry standards can be demonstrated.

§ 10.

Campera Media is responsible for resolving any ambiguities in the order through written enquiries or appropriate markings on the material to be processed. Any costs incurred due to unclear instructions or missing information provided by the Client — such as necessary consultations or verification steps — shall be borne by the Client.

§ 11.

Coordination and intermediary services, such as receiving and forwarding shipments, engaging external service providers, forwarding orders, and booking speakers, musicians, or other contributors, are rendered — unless they are expressly part of the agreed scope of services — always in the name and on account of the Client, even without explicit notice. Campera Media assumes no liability for such intermediary services.

§ 12.

Statements by Campera Media regarding processing or delivery deadlines are made to the best of its knowledge but are non-binding. Campera Media assumes no responsibility for delays caused by external service providers. In cases of Campera Media's own fault, liability is limited to the value of Campera Media's own services affected by the delay; indirect damages and third-party services are excluded.

§ 13.

Where no individual pricing has been agreed, the prices of Campera Media applicable on the date of service delivery shall apply. Current prices and service overviews will be provided upon request.

§ 14.

Payment terms are governed by the details stated on the respective invoice. If no specific payment terms are indicated, payment is due immediately and in full without deduction. Cash discounts will not be granted unless expressly agreed in writing on a case-by-case basis.

If an invoice is not paid within 30 (thirty) days of the invoice date, the Client enters into default. From the 31st day onwards, Campera Media is entitled to charge default interest at a rate of 5 percentage points above the applicable base rate of the Deutsche Bundesbank.

If Campera Media is able to demonstrate a higher loss resulting from the default, it is entitled to claim such additional damages. The Client is entitled to demonstrate that the actual damage incurred was lower or non-existent.

Set-off by the Client is only permissible against undisputed or legally established counterclaims. No right of retention exists with respect to disputed claims.

§ 15.

Supplementary verbal agreements regarding payment terms shall only be legally effective if confirmed in writing by Campera Media.

§ 16.

Where external service providers must be engaged for the fulfilment of an order — i.e. services that cannot be performed with Campera Media's own personnel and infrastructure — Campera Media assumes no responsibility for the quality, timeliness, or costs of such services.

Upon the Client's request, Campera Media will arrange such external services and, where applicable, advance the corresponding costs for reimbursement, plus a standard industry handling fee (including fees for speakers, musicians, travel and shipping costs, communications, and logistics).

In the event of disproportionately high advance payments, Campera Media reserves the right to make delivery of the completed work conditional upon prior reimbursement of these costs.

§ 17.

All works created or delivered by Campera Media — including audio and text compositions, musical works, and sound designs — remain the property of Campera Media until all outstanding invoices have been paid in full. The Client is permitted to use the works in the ordinary course of business as intended.

Rights of use and reproduction of the created works transfer to the Client only upon full and final payment. The Client may not assign any copyright belonging to Campera Media to third parties. In the event of default, Campera Media is entitled to disclose the ownership situation to third parties. Upon request, the Client must inform Campera Media to whom usage rights have been granted or to whom works subject to Campera Media's rights have been transferred.

The retention of title also extends to items arising from processing or combination of the delivered works with third-party goods. Where third-party ownership rights exist in this context, Campera Media acquires co-ownership proportional to the respective invoice value.

Claims against third parties arising from resale are hereby assigned to Campera Media as security; Campera Media is authorised to collect such claims.

Attachments or other third-party access to goods or claims in which Campera Media holds ownership rights must be notified to Campera Media immediately by registered mail.

The exercise of the retention of title does not constitute a withdrawal from the contract.

Goods and resulting claims may not be pledged, transferred as security, or otherwise assigned prior to full payment.

If the value of the collateral provided exceeds the secured claims by more than 20%, Campera Media will, upon request, release collateral of the Client's choice to that extent.

§ 18.

The provision of services by Campera Media is conditional upon the prior clarification of all technical requirements and conditions. In the event of a delay in performance attributable to Campera Media, liability for damages is limited to cases of intentional misconduct or gross negligence; ordinary negligence does not give rise to a claim for damages.

If the Client sets a reasonable deadline following the onset of delay and this deadline also passes without result, the Client has the right to withdraw from the contract. Claims for damages due to non-performance may only be asserted where the damage was foreseeable and the delay was due to intentional misconduct or gross negligence. In all other cases, liability is capped at 50% (fifty percent) of the damage incurred, up to a maximum of the value of the affected order.

If the delay is caused by circumstances for which Campera Media is not responsible, any obligation to pay damages shall be excluded entirely.

§ 19.

Warranty claims by the Client are conditional upon the Client having duly complied with the inspection and notification obligations pursuant to Sections 377 and 378 of the German Commercial Code (HGB).

If a defect attributable to Campera Media is identified, Campera Media has the right, at its discretion, to remedy the defect or provide a replacement service — provided that such remedy or replacement is still feasible with respect to the agreed delivery date and is objectively of interest to the Client.

Where Campera Media breaches a material, contractually typical primary obligation, the obligation to pay compensation is limited to the foreseeable, contractually typical damage.

Liability exclusions and limitations set out in these GTC apply equally to the personal liability of Campera Media's employees, staff, freelancers, agents, and vicarious agents.

Damages caused by third parties engaged, involved, or commissioned by the Client are the sole responsibility of the Client.

§ 20.

Shipping and transport of materials of any kind are at the Client's expense and risk.

§ 21.

Packaging is at Campera Media's discretion. Packaging costs are charged at cost price. Packaging materials are not accepted for return.

§ 22.

Usage, exploitation, neighbouring rights, and assignable copyright interests of speakers, singers, musicians, and performers engaged by or through Campera Media are granted, as a rule, exclusively for a period of 12 (twelve) months from the date of invoice or first broadcast for nationwide use within Germany. Detailed arrangements remain the responsibility of the individual artists, whose invoicing and contractual terms cannot be restricted by Campera Media, unless otherwise agreed on a case-by-case basis.

For exploitation outside Germany or beyond the agreed period of use, the Client is solely responsible for independently arranging and paying residuals to the rights holders. If Campera Media claims residuals on behalf of an artist, the Client is obliged to pay them upon request. Responsibility for such residuals lies exclusively with the Client.

Any exploitation outside Germany or beyond the agreed duration must be reported to Campera Media in advance.

Furthermore, the Client is obliged to notify Campera Media of the first broadcast, transmission, publication, or any other exploitation of a work produced in full or in part by Campera Media. This enables Campera Media to verify whether residual obligations have arisen — in particular where layout productions are developed into final productions — and to prepare corresponding invoices or notifications to the relevant rights holders.

The Client is further obliged to ensure that all rights holders associated with works or services received from Campera Media are credited in the commercially and professionally customary manner when these works are passed on to third parties or used in public contexts.

§ 23.

For Clients who are registered merchants (Vollkaufleute) within the meaning of the German Commercial Code (HGB), the registered place of business of Campera Media — **Karben (near Frankfurt am Main)** — is agreed as the exclusive place of jurisdiction and place of performance. Campera Media nonetheless retains the right to bring legal action against the Client at the Client's general place of jurisdiction.

If a Client who is not a registered merchant relocates their domicile or habitual residence outside Germany after the conclusion of the contract, or if their domicile or habitual residence is unknown at the time legal action is initiated, the registered place of business of Campera Media shall serve as the place of jurisdiction.

§ 24.

All legal relationships between Campera Media and the Client are governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of conflict-of-law provisions.

§ 25.

Should any individual provisions of these GTC be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the legally permissible provision that most closely corresponds to the economic intent of the invalid provision. Both parties undertake to cooperate in establishing an effective replacement provision in such a case.

Campera Media

Proprietor: Rahim Erbil

Wiesenstr. 12

61184 Karben

Germany

Phone: +49 (0) 176 26 43 28 55

Email: contact@camperamedia.com

Web: <https://campera.media>