

OUR TERMS AND CONDITIONS

1

Changes to the service agree with you as our customer must be made in text form (email, fax, letter) to be valid. If required, a suitable adjustment will be made to the remuneration and schedule.

2

We carry out our services for you. We assume no liability to third parties, unless a different, explicit arrangement has been made.

3

All rights of use are subject to the payment of the remuneration due for the service.

4

We reserve the right to all our creative proposals and their implementation. Should we submit proposals for dramaturgical methods, characters, scripts, and other such commercial or artistic evaluable services, these shall only be implemented or utilised within the scope of commissioned work. Otherwise, you shall pay us a suitable remuneration if you use our proposal in its original or edited form, e.g. with third parties.

5

Your involvement and use in accordance with the contract must not infringe on the rights of third parties. You are responsible for the necessary rights of use. You release us from claims and rights of third parties.

6

We shall endeavour to protect your business and trade secrets and to not pass these on to third parties. You undertake to keep our business and trade secrets confidential which include in particular our technologies used in the production of video recording.

7

Our travel and accommodation costs shall be reimbursed according to the agreement. A payable work day comprises a maximum of 10 hours, including any travelling. Additional hours must be paid.

8

Cancelling or postponing agreed dates and/or services require agreement from us. Any additional costs which arise due to a cancellation or postponement (e.g. non-refundable travel tickets, costs for service providers) as well as any loss of profit must be paid by the customer.

9

Our invoices must be paid within 14 working days. Down payments or discounts may be requested.

10

A right to offset against our claims exists only if your counterclaims have been recognised by us or have been legally established. The customer is only authorised to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

11

As our customer, you must provide us with all the information required for the contract and notify us of any problems or revision requirements in a timely manner. We can view your communications as correct and complete and are under no obligation to investigate. Your instructions must be given in sufficient time to allow a reasonable deadline for implementation.

12

The acceptance of our service shall be deemed to have been granted if it is not refused within 5 working days from handover with valid justification or if you make use of the work product.

In the case of previous interim acceptances, only the contractual conformity of the last transferred service unit is the subject of the acceptance test for the last partial service.

Acceptance may only be refused for artistic and creative reasons if there is a deviation from an agreed execution.

13

As our customer, you are obliged to create all conditions necessary for the proper execution of the order in your sphere of operation.

14

German law applies. The place of jurisdiction for merchants is Hamburg.

Hamburg, the 22.09.2017